


Oconee County

VC3 Assessment & IT Support


August 5, 2008



8000 Jackson Drive
Macon, Georgia 31204

Agenda


- VC3 story
- Oconee County - Before VC3
- Oconee County - With VC3 (April - present)
- Assessment overview
- On-going support & recommendations



8000 Jackson Drive
Macon, Georgia 31204

VC3 Background

- Founded in March 1994
- Headquartered in Columbia
- Atlanta and Raleigh Branches
- Technology Partner of MASC and NCSM
- Extensive Work with Government Agencies and Fortune 500 Companies



8000 Jackson Drive
Macon, Georgia 31204

VC3 Services


- IT Services
- Disaster Recovery Services
- IT Telephony
- Website Design & Hosting
- E-Government
- Custom Application Development
- TestView



8000 Jackson Drive
Macon, Georgia 31204

Oconee County- Pre-VC3


- No IT roadmap or master plan
- Poor documentation of IT practices and current projects
- Incomplete projects
- No re-deployment of used hardware
- No documentation on licensing, software, etc.
- Unnecessary purchases by previous IT Director



8000 Jackson Drive
Macon, Georgia 31204

Pre-VC3 (continued)

- Overkill on purchased hardware
- Poor communication/direction with staff
- Disparate credit cards for commercial solutions
- No Content Management for easy website updates
- No Citizen Request for citizens to contact the county



8000 Jackson Drive
Macon, Georgia 31204

VC3 Support- April-Present (Services)

- Onsite support one week (from initial call)
- Worked with staff and departments to determine priorities and immediate needs
- Regular (proactive and reactive) support
- Pre-assessment of IT situation
- IT management
- Project and budget planning
- Remote support and access to VC3 Help Desk



VC3 Support - April - Present
Marianne Technology

VC3 Support- April-July (Projects)

- Sent back various unneeded hardware
- Reconfigured hardware for additional cost savings
- Installed and configured various high-end, expensive equipment sitting on shelves
- Immediate correction of network security holes (Default/unknown passwords, config errors)
- Reconfiguration of wireless network



VC3 Support - April - July
Marianne Technology

VC3 Support- April-July (Projects)

- Terminated PRT ordered for VoIP project
- Project management of tax software migration (Managers)
- Library assistance with Lottery Funds/IT Assessment



VC3 Support - April - July
Marianne Technology

The Next Step- IT Assessment

- Interview 20 key employees
- Perform site audit at 15 locations
- Identify areas of improvement
- Recommend phased projects
- Create roadmap for future
- Coordinate with budget



The Next Step - IT Assessment
Marianne Technology

Assessment Report

- Report
 - VC3 analysis/preparation
 - In-depth Power Point presentation
 - Findings
 - Recommended Areas of Improvement
 - Recommended projects/phases
 - Cost
 - Roadmap for future



Assessment Report
Marianne Technology

Example of Phased Process

| Phase 1 | | |
|----------|-------------|------|
| Priority | Description | Cost |
| 1 | ... | 1 |
| 2 | ... | 1 |
| 3 | ... | 1 |
| 4 | ... | 1 |
| 5 | ... | 1 |
| 6 | ... | 1 |
| 7 | ... | 1 |
| 8 | ... | 1 |
| 9 | ... | 1 |
| 10 | ... | 1 |
| 11 | ... | 1 |
| 12 | ... | 1 |
| 13 | ... | 1 |
| 14 | ... | 1 |
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| 97 | ... | 1 |
| 98 | ... | 1 |
| 99 | ... | 1 |
| 100 | ... | 1 |



Example of Phased Process
Marianne Technology

Example of Cost Summary

| Description | Cost |
|-------------|------|
| Phase 1 | \$ |
| Phase 2 | \$ |
| Phase 3 | \$ |
| Phase 4 | \$ |
| Phase 5 | \$ |
| Total | \$ |



VC3 | 2008 | 11/20/08
www.vc3.com | 800-333-3333

Cost & Timeframe

Cost
• 259,000 (450 hours + travel)


Timeframe
• TBD



VC3 | 2008 | 11/20/08
www.vc3.com | 800-333-3333

Oconee County - IT Budget Comparison

- \$480k/yr = \$40k/mo - Est. current IT salary budget
- \$210k/yr = \$17,500/mo - Est. salaries of current employees
- \$55k = \$4,583/mo - Est. cost of VCA reactive support (May-July) (\$220k annually)
- \$430k/yr = \$35,833/mo - Est. current support plan total
- \$50k/yr = Savings of \$4,160k/mo = \$50k/yr over previous IT support budget




VC3 | 2008 | 11/20/08
www.vc3.com | 800-333-3333

References - VC3 Full IT Support Cities

City of Florence - David Williams, City Mgr.

City of Sumter - Doris McCormick, City Mgr.

City of Beaufort - Shirley Hughes, CFO/Asst City Mgr.




VC3 | 2008 | 11/20/08
www.vc3.com | 800-333-3333

Interviews

Interviews - 20

- What is happening in the county
- What are IT needs
- What services are currently provided
- What projects are planned




VC3 | 2008 | 11/20/08
www.vc3.com | 800-333-3333

PC's & Servers

PC's - 500; Servers - 10


- Catalog current hardware setup
- Provide list of hardware
- Good for reporting, insurance, etc
- Prepare for lifecycle replacement



VC3 | 2008 | 11/20/08
www.vc3.com | 800-333-3333

Software

- Review of software packages in use
- List software per PC
- Helps county verify compliance
- Recommend action



Home | People | Work
Information Systems


Network; Backups/DR

Network

- # of sites - 15
- Type of connectivity & high speed
- Details on network - 50

Backups & Disaster Recovery

- Type of plan in place & current procedure
- Run test



Home | People | Work
Information Systems

AGENDA ITEM SUMMARY
OCONEE COUNTY, SC

COUNCIL MEETING DATE: August 5, 2008
COUNCIL MEETING TIME: 7:00 p.m.

ITEM TITLE OR DESCRIPTION:

Resolution 2008-11 Establish Criteria for Road Paving Projects

BACKGROUND OR HISTORY:

Several recent Transportation Committee meetings have been held with topics discussing how to establish a priority for funding road improvement projects. One of the critical components to establish any priority is to set clear and understandable criteria. A criteria was developed that can be used for paved and unpaved road projects.

STAFF RECOMMENDATION FOR COUNCIL ACTION:

Approve attached Resolution.

FINANCIAL IMPACT:

County Council will establish criteria for staff to recommend paving improvement projects in a consistent manner. Improvements will be made if right-of-way has been obtained.

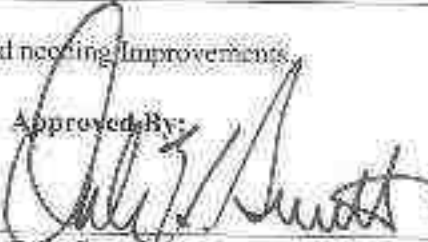
ATTACHMENT:

1. Resolution 2008-11.
2. Draft Letter to Property Owner Along a road needing Improvements.

Submitted or Prepared by:

D. Mack Kelly, Jr.,
PE, PLS, CFM
County Engineer

Approved By:


Dale Surrent,
Oconee County Administrator

Reviewed By: Initials:

_____ County Attorney

_____ Finance

_____ Other

C: Clerk to Council

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
RESOLUTION 2008-11**

**"A RESOLUTION TO ESTABLISH CRITERIA FOR ROAD IMPROVEMENT
PROJECTS IN OCONEE COUNTY, SOUTH CAROLINA"**

WHEREAS, it is important to maintain a safe County Road System;

WHEREAS, it is expensive to fund road improvement projects;

WHEREAS, it is desirable to establish a reasonable selection criteria to fund the cost of ever increasing road improvement projects;

NOW THEREFORE, BE IT RESOLVED, in Council duly assembled this date and that the Official Records and Minutes of the Oconee County Council contain the following:

1. A minimum of 50' of right-of-way is required for the entire road.
2. Utilities must not be located, to the extent practicable, beneath the road surface (excluding sanitary sewer).
3. A minimum of 50' radius of right-of-way is required for the purpose of constructing an appropriate turn-around for improvements projects along terminating roads.
4. Road improvement projects to match existing County Standards, to the extent practicable.

The above criteria shall apply to paved and unpaved road improvement projects. From time to time, Council may need to waive the above requirements on a case-by-case basis.

RESOLVED & ADOPTED on first and final reading this 5th day of August 2008 as evidenced by the hand of the Council Chair and attestation of the Clerk to Council.

George C. Blanchard, Chair
Oconee County Council

Attest:

Elizabeth G. Hulse, Clerk

August 5, 2008

Mr. and Mrs. Bill Smith
120 Meadow Lane
Walhalla, SC 29678

Subject: Right-of-Way TU-8)

Dear Mr. and Mrs. Smith:

Oconee County Council is concerned about the safety of the roads maintained by Oconee County. Many of the County maintained roads have a prescriptive easement that obligates us to maintain the road; however, we can't improve the road. In an effort to show their commitment to funding projects that improve safety and quality of life, Oconee County Council adopted Resolution 2008-?? (attached).

If 100% of the right-of-way is obtained along Meadow Lane, the road improvement project will be funded and is targeted for completion by November 2009.

Please sign the enclosed deed to right-of-way and return to our office by August 29, 2008. In order for your project to be funded, please encourage your neighbors to sign their deed to right-of-way and turn in by the deadline.

If not all the right-of-way is obtained, then the next road planned for improvement will be mailed a similar letter. A follow-up letter will be mailed to you by September 15, 2008, letting you know if all the right-of-ways were obtained by the deadline.

If you have any questions or concerns, please call Mr. Prince Brown, Right-of-Way Specialist, at 864-886-1072.

Respectfully,

D. Mack Kelly, Jr.
PE, PLS, CFM
County Engineer

**AGENDA ITEM SUMMARY
OCONEE COUNTY, SC**

**COUNCIL MEETING DATE: August 5, 2008
COUNCIL MEETING TIME: 7:00 PM**

ITEM TITLE OR DESCRIPTION:

RFP 07-32 Land Use Planning Consultant

Award RFP 07-32 to Benchmark CMR, Inc of Kannapolis, NC in the amount of \$21,500.00 for a Land Use Planning Consultant for the Oconee County Planning Department

BACKGROUND OR HISTORY:

At the instruction of County Council, the Planning Commission began creating a draft zoning ordinance on March 6, 2007. In the course of the work, the Commission came to the conclusion that the effort would benefit from the expertise of a firm experienced in creating a zoning program. To that end, on May 6, 2008, County Council instructed the County Administrator to seek a regional or national planning consultant to assist the Commission in completing the project. A draft scope of work was reviewed and approved by Council on May 20, 2008, and a Request for Proposals (RFP 07-32 Land Use Planning Consultant) was advertised on June 19, 2008. In addition to the typical advertisement process followed by the Procurement Department, a number of regional and national firms were notified of the opportunity directly; the RFP resulted in 4 proposals being submitted. A selection committee consisting of planning commissioners and staff was assembled to review the proposals. After the initial review, the committee interviewed all 4 interested firms. Based on the submitted proposals and interviews, it is the selection committee's recommendation that Benchmark CMR, Inc of Kannapolis, NC best meets the criteria published in the RFP.

STAFF RECOMMENDATION:

Staff recommends award of RFP # 07-32 Benchmark CMR, Inc of Kannapolis, NC in the amount of \$21,500.00

FINANCIAL IMPACT:

In FY 07-08 \$45,000.00 was approved from Council Contingency, which was rolled to FY 08-09 (budget code 010-712-61200), for a Land Use Planning Consultant

COMPLETE THIS PORTION FOR ALL GRANT REQUESTS: N/A

Are Matching Funds Available:

If yes, who is matching and how much:

ATTACHMENTS


1. Bid Tabulation

Submitted or Prepared By:



Marianne A. Dillard
Procurement Director

Approved for Submittal to Council:


Dale Surrency, County Administrator

Reviewed By/ Initials:

_____ County Attorney

_____ Finance

_____ Grants

C: Clerk to Council

Agenda Items Summary to be submitted to Administrator for review / approval no later than close of business on Wednesday prior to a Council meeting.

AGENDA ITEM SUMMARY
OCONEE COUNTY, SC

COUNCIL MEETING DATE: 8-5-08
COUNCIL MEETING TIME: 7:00 P.M.

ITEM TITLE OR DESCRIPTION:

Master Agreement for GASB 45 Actuarial Valuation Services with Gabriel Rooder Smith & Company.

BACKGROUND OR HISTORY:

The Governmental Accounting Standards Board (GASB) introduced Statement 43 and 45 in the spring of 2004, and Statement 47, which amended sections of Statements 43 and 45, in June of 2005. GASB Statements 43, 45, and 47 require all governmental entities to begin disclosing the projected liability for retiree **medical benefits** on financial statements beginning as early as January 1, 2007. The actual implementation date for Oconee County, which depends on annual revenue collections, is fiscal year beginning July 1, 2008.

SPECIAL CONSIDERATIONS OR CONCERNS:

The South Carolina Association of Counties (SCAC) and Gabriel, Rooder, Smith & Co. (GRS) have entered into a master agreement to provide SCAC's member counties with a program of actuarial and consulting services designed to assist counties in complying with the requirements of GASB Statements 43 and 45 (OPEB). Under this master agreement, GRS can deliver actuarial and consulting services on a shared services basis.

The following is a list of services provided through the arrangement.

- Actuarial valuation of employer OPEB in compliance with the requirements of paragraphs 11-27 of GASB 45. Valuations can be performed annually or biennially and will include:
 - A measurement of the actuarial liability, present value of projected benefits and normal cost as of the valuation date
 - The estimated actuarially determined contribution for the applicable fiscal years
 - The estimated annual required contribution and accounting expense for the applicable fiscal years as required under GASB Statement Nos. 43 and 45
 - Information needed to complete the "Notes to the Financial Statement" and "Required Supplementary Information" as defined in paragraphs 30 and 31 of GASB No. 43
 - Information needed to complete the "Notes to the Financial Statement" and "Required Supplementary Information" as defined in paragraphs 24, 25, and 26 of GASB No. 45
 - Required Supplementary Information as defined in paragraph 26 of GASB No. 45
 - Sensitivity analysis for health care trend rates, providing valuation results based on a higher and a lower health care trend

- A hypothetical set of actuarial results using an alternative discount rate based on pre-funding

STAFF RECOMMENDATION:

Staff recommends that the county execute the Master Agreement with Gabriel Roeder Smith & Company to prepare the GASB OPEB Valuation for Oconee County.

FINANCIAL IMPACT:

Cost of Study:

The estimate of the per valuation price of services for Oconee County is \$7,280 and funding is allocated in the Finance Department professional line item.

Cost of the Annual Required Contribution (ARC):

To be determined by the study.

Submitted or Prepared By:


Phyllis Lombard, CGFO
Finance Director

Approved for Submittal to Council:


Dale Surratt, County Administrator

Reviewed By/ Initials:

_____ County Attorney

_____ Finance

C: Clerk to Council

MASTER AGREEMENT

This agreement confirms the terms under which the _____ (name of government) hereinafter referred to as "CONTRACTING GOVERNMENT" has engaged Gabriel, Roeder, Smith & Company, hereinafter referred to as "GRS" to perform actuarial consulting services. In as much as this relationship will involve several actuarial reviews and other services, we have agreed to establish this "master agreement" defining the general terms and conditions for all work performed.

This agreement will not, by itself, authorize the performance of any services. Rather specific services will be authorized through a separate engagement letter that references this master agreement and details the services to be provided and the timeframe and fees required. In the event of an inconsistency between this master agreement and an individual engagement letter, the master agreement will be followed.

As described in the above referenced Request for Proposal the following terms apply:

- A. **Tax Exempt Entities.** CONTRACTING GOVERNMENT is exempt from manufacturer's federal excise tax and states sales tax. Tax exemption certificates will be issued upon request.
- B. **Fees.** GRS agrees to follow the attached pricing schedule ("client specific engagement letter") for pricing of its services. Client specific fees will be based on the fees shown in Attachment A to this agreement.
- C. **Review of Charges.** CONTRACTING GOVERNMENT has the right to review the supporting documentation for any hourly charges or out of pocket expenses assessed to the CONTRACTING GOVERNMENT under the fee schedule.
- D. **Termination.** Both CONTRACTING GOVERNMENT and GRS will have the right to terminate this agreement through written notice. CONTRACTING GOVERNMENT will pay any charges or prorated fees incurred to the date the termination notice is received and actuary will cease any in-progress work unless specific stopping points are provided in the letter.
- E. **Work Product.** The final work product will be the property of the CONTRACTING GOVERNMENT to be used as stated in the specific engagement letter. Ancillary use of the product is permitted but GRS is not responsible for the reliability of those projections. It is understood that all reports are subject to the open records laws of the State of South Carolina and the contracting jurisdiction.
- F. **Independent Contractor and Insurance.** All the services provided by GRS will be as an independent contractor. None of the terms in the engagement letter will be interpreted to create an agency or employment relationship. For this reason, all of the GRS's services will be at its own risk and GRS shall not, by virtue of this

master agreement or its performance of the services hereunder, be entitled to Workmen's Compensation Insurance or other insurance provided by CONTRACTING GOVERNMENT, on the contrary, GRS will make his/her own arrangement for insurance, which shall be his/her exclusive remedy for any damage or injury suffered. If requested by the CONTRACTING GOVERNMENT, Certificates of Insurance shall be provided to CONTRACTING GOVERNMENT indicating types and limits of coverage, name of insurance company, policy number, and expiration date.

- G. **Biennial Reviews.** As applicable, CONTRACTING GOVERNMENT agrees to provide census data in off years using the same cut off date and delivery dates as used for the year of review. Actuary agrees to review the off year census data and provide CONTRACTING GOVERNMENT with timely feedback regarding deficiencies in the data.
- H. **Term.** The term of this master agreement will expire on December 31, 2012.
- I. **Complete Agreement.** This letter combined with the specific engagement letter set forth the entire agreement between the CONTRACTING GOVERNMENT and GRS.
- J. **Indemnification.** GRS covenants and agrees to indemnify and hold harmless and defend and does hereby indemnify, hold harmless, and CONTRACTING GOVERNMENTS, its officers and employees, from and against any and all suits or claims for damages or injuries, including death, to persons or property, whether real or asserted, arising out of any negligent act or omission on the part of the contractor, its officers, agents, servants, employees, or subcontractors, and the contractor does hereby assume all liability for injuries, claims or suits for damages to persons, property, or whatever kind of character, whether real or asserted, occurring during or arising out of the performance of a contract as a result of any negligent act or omission on the part of the contractor, its officers, agents, servants, employees, or subcontractors to the extent permitted by law. Please review this master agreement letter and the attached schedules and indicate your acceptance by having an official of CONTRACTING GOVERNMENT sign below.
- K. **Force Majeure.** A force majeure event shall be defined to include governmental decrees or restraints, acts of God (except that rain, wind, flood or other natural phenomena normally expected for the locality, shall not be construed as an act of God), work stoppages due to labor disputes or strikes, fires, explosions, epidemics, riots, war, rebellion, and sabotage. If a delay or failure of performance by either party to this contract results from the occurrence of a force majeure event, the delay shall be excused and the time fixed for completion of the work extended by a period equivalent to the time lost because of the event.
- L. **Professional Standards.** GRS will provide qualified personnel for each engagement and follow all professional standards ascribed by the American Academy of Actuaries and the Governmental Accounting Standards Board.

GABRIEL, ROEDER, SMITH & COMPANY

By: _____ Date: _____

Title: _____

CONTRACTING GOVERNMENT

By: _____ Date: _____

Title: _____

AGENDA ITEM SUMMARY
OCONEE COUNTY, SC

COUNCIL MEETING DATE: 8/5/08
COUNCIL MEETING TIME: 7:00 P.M.

ITEM TITLE OR DESCRIPTION:

Mutual Aid Agreement between Oconee County Emergency Services and South Carolina Forestry Commission

BACKGROUND OR HISTORY:

Wildfire hand line crew for initial attack

SPECIAL CONSIDERATIONS OR CONCERNS:

This will allow the State to place a stock of 25 sets of wildfire equipment for immediate response to wildfires within Oconee County. The state will be providing training for these 25 members at no cost to the county.

STAFF RECOMMENDATION:

Approval would be the next step in establishing this asset for the county.

FINANCIAL IMPACT:

Only impact would be space to store trailer and one electrical connection to charge radios for response.

COMPLETE THIS PORTION FOR ALL GRANT REQUESTS:

Are Matching Funds Available:

If yes, who is matching and how much:

Submitted or Prepared By:


Department Head/Elected Official

Approved for Submittal to Council:


Dale Surrett, County Administrator

Reviewed By/ Initials:

_____ County Attorney

_____ Finance

_____ Grants

C: Clerk to Council

MUTUAL AID AGREEMENT BETWEEN
SOUTH CAROLINA FORESTRY COMMISSION AND
OCONEE COUNTY EMERGENCY SERVICE

- I. A handline crew will be made up from a pool of 25 volunteer and/or paid personnel from different fire departments in Oconee County.
- II. The purpose of this handline crew is to be an initial attack resource that can be activated on short notice and will normally be released within 8 to 12 hours.
- III. The handline crew will only be dispatched by the South Carolina Forestry Commission (SCFC) and the Oconee County Emergency Services (OCES). The handline crew will be covered through Oconee County for insurance and workers compensation while on an incident, physical fitness testing, and training.
- IV. The handline crew will be equipped and trained by the South Carolina Forestry Commission. Equipment will include safety gear and tools. Required training will meet NWCG standards and the handline crew members will have had at a minimum Fire Course 1152.
- V. The equipment will be housed in a trailer at the OCES and will be carried to a wildfire by a designated handline crew member. The equipment will be checked monthly by the OCES where it is stationed and once a year by the SCFC County Supervisor.
- VI. OCES Chief will determine who will be on the handline crew. However, the person(s) selected by the OCES Chief will remain a handline crew member at the discretion of the South Carolina Forestry Commission.
- VII. If the Forestry Commission calls for the handline crew, the members will report to OCES. If the Chief or his/her designee releases them, they will travel to the wildfire or a designated area and report to the Command Post and be assigned a duty by the Incident Commander.
- VIII. A Fire Chief or his/her designee, within the OCES, will be at the Command Post and will have communications capabilities with the handline crew at all times. This person will serve as Liaison between the fire service handline crew and the Incident Commander.
- IX. When the handline crew gets to the wildfire, a Forestry Commission representative will be assigned to the handline crew. The representative will be responsible for placement of fire lines and any back firing at the direction of the I.C.

- X. A Crew Foreman from the fire service handline crew will handle all communications with the Fire Service Liaison at the Command Post. The Foreman's main responsibilities will be handline crew safety and the handline crew members' performance on the fire line.
- XI. It will be the Fire Service Liaison duty to keep the I.C. informed of any relevant information concerning the handline crew while on the fire.
- XII. If the OCES Chief or their designee needs their people, he will contact the Fire Service Liaison at the Command Post who will notify the I.C. and the Crew Foreman.
- XIII. When a handline crew member is released by the Fire Service Liaison they will report back to the OCES.
- XIV. The Forestry Commission will provide logistical support as needed and will coordinate with the Fire Service Liaison to get supplies to the handline crew.
- XV. These items agreed upon by:

County Council Chairman - George Blanchard

County Administrator - Dale Surratt

Rodney Burdette

OCES Chief - Rodney Burdette

Jarrod Brucke - Oconee County Supervisor

Tom Patton - Piedmont Regional Forester

Paul Watts - Fire Chief

Gene Kodama - State Forester

AGENDA ITEM SUMMARY
OCONEE COUNTY, SC

COUNCIL MEETING DATE: August 5, 2008
COUNCIL MEETING TIME: 7:00 pm

ITEM TITLE OR DESCRIPTION:

Authorization to:

1. Allow Mr. Surratt to sign Talbert and Bright Work Authorization #3401-0801 amendment #3 in the amount of \$10,875.00 for design and engineering service for relocation of the Clemson University access roadway and issue change order to purchase order #44979.

BACKGROUND OR HISTORY:

The upcoming extension of runway 25 and the parallel taxiway will encroach on the entrance roadway to the Clemson Hangar facility and mandates relocation. This roadway is used by Clemson's Flight dept AND the fuel tanker trucks to deliver Jet Fuel to the Clemson facility. FAA has stated the roadway relocation is part of the runway extension project and requested Oconee County and Talbert and Bright relocate the roadway... preferably as soon after the Line-of sight project as practical.

SPECIAL CONSIDERATIONS OR CONCERNS:

Delay in authorizing this work could result in increased bidding / construction costs and also adversely affect aircraft operational safety.

STAFF RECOMMENDATION:

Staff recommends Council authorize Mr. Surratt to execute the Talbert and Bright Work Authorization #3401-0801 amendment #3 in the amount of \$10,875.00 for design and engineering services for the relocation of the Clemson University access roadway and issue change order to purchase order #44979.

FINANCIAL IMPACT:

FAA grant #AIP 17 includes funding to cover 95% the costs of this Engineering work by Talbert & Bright, Inc. The estimated cost of the Design services and Surveying work authorization is \$10,875.00. County Share will be \$271.88 Budget Code 012-720-97097-00000
There is \$96547.00 available for funding this work.

COMPLETE THIS PORTION FOR ALL GRANT REQUESTS:

Are Matching Funds Available: Yes

If yes, who is matching and how much:

FAA share for Design and Construction is \$10,331.25 Budget Code 012-720-97097-00155

SC State share \$271.87 Pending Approval of state funding from the SC Dept of Aeronautics

ATTACHMENTS

Work Authorization 3401-0801 amendment #3

Submitted or Prepared By:

Marianne A. Dillard
Procurement Director


Department Head/Elected Official

Approved for Submittal to Council:


Dale Surratt, County Administrator

Reviewed By/ Initials:

County Attorney

 Finance  Grants

C: Clerk to Council

Agenda Items Summary to be submitted to Administrator for review / approval no later than close of business on Wednesday prior to a Council meeting.

AGENDA ITEM SUMMARY
OCONEE COUNTY, SC

COUNCIL MEETING DATE: August 5, 2008
COUNCIL MEETING TIME: 7:00 pm

ITEM TITLE OR DESCRIPTION:

Authorization for:

1. Issue change order to PO # 45344 and amend BMCO Construction Company's contract to include relocation of the Clemson Hangar entrance roadway at an estimated cost of \$36,000.

BACKGROUND OR HISTORY:

The upcoming extension of runway 25 and the parallel taxiway will encroach on the entrance roadway to the Clemson Hangar facility and mandates relocation. This roadway is used by Clemson's flight dept AND the fuel tanker trucks to deliver Jet Fuel to the Clemson facility. FAA has stated the roadway relocation is part of the runway extension project and requested Oconee County and Talbert and Bright relocate the roadway... preferably as soon after the Line-of sight project as practical. THIS PROJECT remains AIP eligible.

SPECIAL CONSIDERATIONS OR CONCERNS:

Delay in authorizing this work could result in increased bidding / construction costs and also adversely affect aircraft operational safety.

STAFF RECOMMENDATION:

Staff recommends Council authorize the issuance of a change order to PO# 45344 and amending the BMCO Construction Contract to include the roadway relocation at an estimated cost of \$36,000.

FINANCIAL IMPACT:

FAA grant #AIP 17 includes funding to cover 95% the costs of this Engineering work by Talbert & Bright Inc. The estimated construction cost of the entrance roadway is \$36,000.00
County Share will be \$900.00 Budget Code 012-720-97097-00000
There is \$90547.00 available for funding this work.

COMPLETE THIS PORTION FOR ALL GRANT REQUESTS:

Are Matching Funds Available: Yes

If yes, who is matching and how much:

FAA share for Construction is \$34,200.00 Budget Code 012-720-97097-00155

SC State share \$ 900.00 Pending Approval of state funding from the SC Dept. of Aeronautics.

ATTACHMENTS

None:

Submitted or Prepared By:

Marianne A. Dillard
Procurement Director


Department Head/Elected Official

Approved for Submittal to Council:


Dale Surrency, County Administrator

Reviewed By/ Initials:

County Attorney

 Finance

 Grants

C: Clerk to Council

Agenda Items Summary to be submitted to Administrator for review / approval no later than close of business on Wednesday prior to a Council meeting.

Engineer's Opinion of Probable Cost
 Clemson Hangar Driveway
 Oconee County Regional Airport
 July 25, 2008

Amended Estimate

| Item | Spec | Description | Unit | Quantity | Unit Cost | Est. Total |
|------|-------|--------------------------------|-------|----------|------------|-------------|
| 1 | P-150 | Mobilization | L.S. | 1 | \$2,000.00 | \$2,000.00 |
| 2 | P-101 | Pavement Removal | S.Y. | 1,000 | \$4.50 | \$4,500.00 |
| 3 | P-152 | Unclassified Excavation | C.Y. | 500 | \$4.82 | \$2,410.00 |
| 4 | P-156 | Silt Fence | L.F. | 500 | \$3.50 | \$1,750.00 |
| 13 | P-209 | Crushed Aggregate Base Course | C.Y. | 250 | \$50.00 | \$12,500.00 |
| 14 | P-401 | Bituminous Surface Course (2") | Tons | 100 | \$120.00 | \$12,000.00 |
| 15 | P-602 | Bituminous Prime Coat | Gal | 180 | \$4.00 | \$720.00 |
| 19 | T-901 | Seeding | Acres | 1 | \$1,400.00 | \$1,400.00 |
| 20 | T-908 | Mulching | Acres | 1 | \$300.00 | \$300.00 |
| 21 | P-156 | Misc. Erosion Control | L.S. | 1 | \$1,000.00 | \$1,000.00 |

| | |
|---|--------------------|
| Subtotal Estimated Construction Cost | \$38,580.00 |
| Engineering, Construction Administration, Testing, & RPR | \$10,000.00 |
| *Total Estimated Cost | \$48,580.00 |

⊖ Quantities included in estimate are based on preliminary design and layout. Item list and quantities may vary based on completed final design. Unit costs shown are based (where appropriate) on Bid Prices/Contract Prices from BMCO Construction, Inc. for the Runway 7-25 Line of Sight Modifications project. Bid prices for Change Order No. 1 may change based on final negotiations with Contractor based on final design and change order requirements. Total Estimated Cost shown is a preliminary budget figure and is subject to change.

TALBERT & BRIGHT, INC.
ENGINEERING & PLANNING CONSULTANTS

FACSIMILE TRANSMITTAL

| | | | |
|----------|---------------------------------------|-------------------------------------|------------------------------------|
| To: | <u>Kevin Short</u> | From: | <u>Al Smith</u> |
| Company: | <u>Oconee County Regional Airport</u> | Date: | <u>7/27/08</u> |
| Fax No: | <u>252-688-4803</u> | Total No. of pages including cover: | <u>2</u> |
| Tel No: | | T&B Ref. No: | <u>3401-0801</u> |
| Subject: | <u>Engineer's Opinion of Cost</u> | Project Name: | <u>L.S. - Clemson Hangar Drive</u> |

IF YOU DO NOT RECEIVE THE SPECIFIED NUMBER OF PAGES PLEASE CALL US IMMEDIATELY AND WE WILL RESEND THE MISSING DOCUMENTS. IF ANY, OTHERWISE WE WILL ASSUME ALL PAGES WERE TRANSMITTED SATISFACTORILY.

NOTES/COMMENTS

Attached is preliminary opinion of probable cost for your use as requested. Please let me know if you need any additional information.

Al Smith

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ENGINEERING & PLANNING CONSULTANTS
4810 Shelby Drive, Wilmington, NC 28405 910.763.5350 FAX 910.763.8281
Carrboro, North Carolina • Weldon, North Carolina • Richmond, Virginia

Beth Hulse

From: Dale Surratt
Sent: Monday, July 28, 2008 10:58 AM
To: Travis Tilson; Mike Jann VC3; Beth Hulse
Cc: Terry Wilson; Bradon Stephens; John Murray
Subject: RE: OCSO Network Separation

Beth,

Please use this as back up for the agenda item re Sheriff's Internet.

Dale

From: Travis Tilson
Sent: Tuesday, July 01, 2008 9:32 PM
To: Dale Surratt; Mike Jann VC3
Cc: Terry Wilson; Bradon Stephens; John Murray
Subject: OCSO Network Separation

Gentlemen:

We have discussed the alternate network separation proposal that Mike Jann submitted to us. I included our network consultant, along with Lt. Stephens, John Murray, and myself.

Today, I met with Sheriff Singleton and Chief Wilson and presented the proposed information to them.

We have come to the following conclusions:

1. While the proposal for sharing internet access through Pine Street is technically viable, the concern that our traffic may be deliberately intercepted cannot be overcome as long as our traffic depends on a physical connection to the Pine Street IT Department.
2. The control of the primary demarc router is in question. If it is maintained by VC3, then there remains the concern that we do not have physical control of our internet connection. After hours access to the equipment is a concern, since physical security provisions would have to be made so that Sheriff's Office personnel could check the status of the equipment in an after-hours outage. If it is managed by AT&T or other telco, then account control rests with the IT department. We lose the ability to "self-support" without IT intervention.
3. Emergency power is not currently available at the Pine Street complex. A power outage would render the OCSO network useless for data communication with the outside world.

Basically, I believe it is our consensus that our primary goal in this project was to eliminate IT control from the county with regard to our law enforcement network.

Sheriff Singleton has decided to contact Chairman Blarichard as a follow-up to his previous meeting with him, and to request approval for the installation of a T-1 network interface for the law enforcement center.

Thank you all for your help with this project.

Travis

Lt. Travis C. Tilson
 Oconee County Sheriff's Office
 ttilson@oconeesc.com
 www.oconeelaw.com

7/28/2008

**AGENDA ITEM SUMMARY
OCONEE COUNTY, SC**

**COUNCIL MEETING DATE: August 5, 2008
COUNCIL MEETING TIME: 7:00 p.m.**

ITEM TITLE OR DESCRIPTION:

Use National Forestry money to support approved budgeted construction of a Covered Material Storage and Vehicle and Equipment Storage Facility and contract with J. Davis Construction to Design/Build the Facilities.

BACKGROUND OR HISTORY:

In November 2006, estimates were developed to construct a Facility to keep materials such as sand, screenings, surge stone and crusher run dry. Also an estimate was developed to construct a Facility to keep vehicles and equipment from being damaged by exposure to the elements. The adopted 2007-2008 Budget funded a little over a quarter of the funds requested. In March of 2008, the Design/Build Process was initiated with Joel Davis, J. Davis Construction, Inc. A scope, specifications, and price were negotiated April 3, 2008.

On July 18, 2008, staff requested J. Davis Construction for contract documents for Council's approval, at which time, J. Davis Construction indicated that steel prices had risen 20 to 25% and that the project would have to be quoted again. The total project cost rose from \$67,573.28 to \$79,744.48 (an increase of approximately 15%).

STAFF RECOMMENDATION FOR COUNCIL ACTION:

Approve budgeted funds from Capital Buildings, 012-601-50850-0000, use of funds from National Forestry 013-601-60224-00155, approximately \$12,000 to offset escalating construction costs; and contract with J. Davis Construction to Design/Build the Covered Material Storage (\$18,333.12) and Vehicle and Equipment Storage Facility (\$61,411.36) for a total cost of \$79,744.48.

FINANCIAL IMPACT:

Mr. Joel Davis, J. Davis Construction, Inc. has been informed by his suppliers that Steel prices are anticipated to rise again by mid-August and then rise another 20 to 25% over the next few months.


ATTACHMENT:

1. None

Submitted or Prepared by:

D. Mack Kelly, Jr.,
PE, PLS, CFM
County Engineer

Approved By:


Dale Surratt,
Oconee County Administrator

Reviewed By/Initials:

_____ County Attorney

_____ Finance

_____ Other

Ct Clerk to Council

History of Wildfire Hand line Crew with State.

About 4 years ago the state started a program with the upstate County's to place a trailer with equipment in the county for quick Wildfire Response. Training for these Wildland Fire Fighting is given to the county at no cost by the state. Greenville County was established first then Pickens County now that those teams are established and up and working the time to move to Oconee County has come. The start is the Agreement with the state. With this we will provide a list of volunteers that will be trained for a call out incase of wildfires. This team is designed to be for the First 12-24 hrs while the state gets there assets in place to take over. The need for this team is growing with the dry weather and the introduction of more urban interface building closer to the mountains and with in the mountains. With this team in place we hope to help the state and ourselves by limiting the damage by controlling a fire before it gets to big.

The Trailer will house Radios and Wildfire Gear for a 25 member team. We will be required to store and do monthly checks on this trailer. This team will be the foundation to help all departments in the county with Wildland fires. With each department providing a few volunteers we will be able to train FF in every Department for this job.



DRAFT

OCONEE COUNTY COUNCIL
WALHALLA, SOUTH CAROLINA

COUNCIL MEMBER
GENERAL INFORMATION
ORIENTATION BOOKLET

ESTABLISHED: JULY 2008
REVISED BI-ANNUALLY THEREAFTER

DRAFT

Oconee County's Mission

*To provide quality service to our citizens and to protect our heritage and environment
for the future by planning for the best utilization of our resources.*

Oconee County Council
Oconee County Administration Offices
415 South Pine Street
Walhalla, South Carolina 29691



(864) 718-1025
(864) 718-1024 fax

www.oconee.org

Dear Incoming Council Member:

I would like to welcome you to Oconee County Council on behalf of myself, the other council members and the citizens of Oconee County as you begin your 4-year term. I look forward to working closely with you on the important issues facing our county today.

In order to provide you with pertinent information prior to your first meeting we have prepared this Orientation Booklet for your reference. I hope you will find it valuable in preparation for your service on County Council.

I look forward to serving with you and if at any time you have a question or concern, please feel free to contact either myself, another council member or our Clerk to Council for assistance.

Sincerely,

George Blanchard
County Council Chairman

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OCCONEE COUNTY COUNCIL

COUNTY COUNCIL CURRENT MEMBERS [as of 12/31/08]

Elections are held for Council Seats every two years split with District I & III together and Districts II, IV and V together.

| | District | Position | Term Expires |
|----------------------------|----------|------------------|-------------------|
| Mr. George Blanchard | I | Chairman | December 31, 2010 |
| Mr. Thomas Crumpton, Jr. | II | Vice Chairman | December 31, 2008 |
| INCOMING: Mr. Wayne McCall | II | | December 31, 2012 |
| Mr. Mario Suarez | III | | December 31, 2010 |
| Mr. Marlon E. Lyles | IV | | December 31, 2008 |
| INCOMING: To Be Determined | IV | | December 31, 2012 |
| Mr. H. "Frank" Ables | V | Chairman Pro Tem | December 31, 2008 |
| INCOMING: To Be Determined | V | | December 31, 2012 |

COUNTY COUNCIL ADDRESS / CONTACT PHONE:

County Council Chambers are located at the Administrative Complex, 415 South Pine Street, Walhalla, South Carolina 29691.

The Clerk to Council is Elizabeth G. Hulse "Beth" and she can be reached at the following:

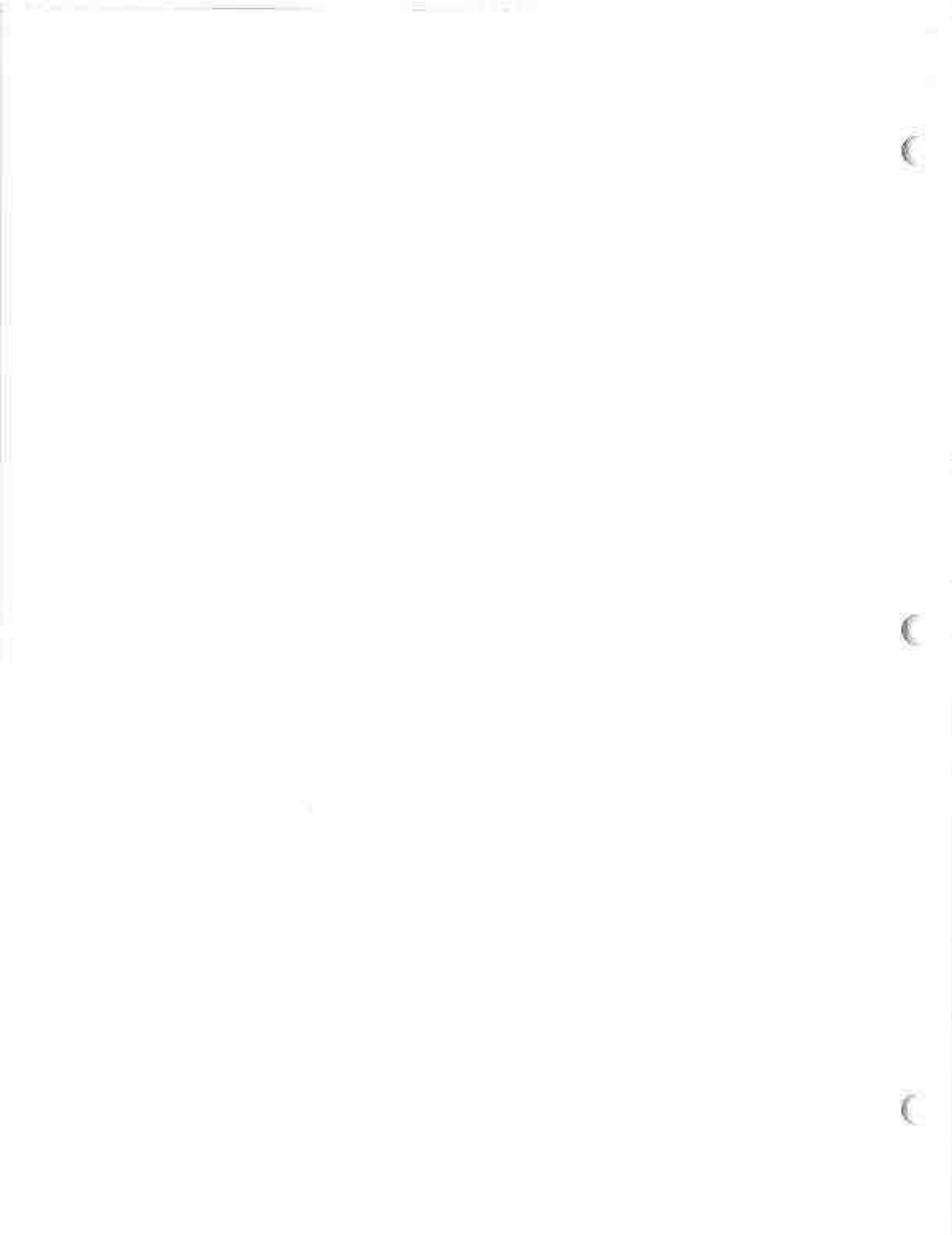
Office Hours: 8:30A – 5P Monday-Friday (except usually 1P-2P approximate)
Phone: 718-1023
Office Fax: 718-1024
Cell: 247-4539
Email: bhulse@countycsc.com

COUNTY COUNCIL MEMBER CONTACT INFORMATION:

[Confidential – Numbers not for Distribution without consent of Council member]

| Dist. | COUNCIL MEMBER | MAILING ADDRESS | PHONE NUMBERS | EMAIL ADDRESS |
|-------|------------------|---|--------------------------|--|
| 1 | George Blanchard | 10 Crest Drive, Salem, SC 29676 | 844-6781 903-2197 [c] | georgeblanchard@bellsouth.net |
| 2 | Thomas Crumpton | 195 Timberline Ridge, Walhalla, SC | 638-3365 | TCrumpton@bellsouth.net |
| 2 | Wayne McCall | 250 Mountain Springs Road, West Union, SC 29696 | | |
| 3 | Mario Suarez | 532 Paramount Drive, Seneca, SC 29678 | 882-6757 719-1229 [c] | mariosuarez73@gmail.com |
| 4 | Marlon E. Lyles | 330 Lyles Farm I.a., Westminster | 617-2699 | marlonelyles@bellsouth.net |
| 5 | H. Frank Ables | 368 Smith Dairy Rd, Westminster | 972-4794 | fables@wildblue.net |
| 5 | | | | |

[Yellow Highlight denotes incoming council member January 1, 2009.]



COUNTY COUNCIL MEETING SCHEDULE:

Council Sessions are held on the 1st Tuesday of the month at 7:00 p.m. and the 3rd Tuesday of the month at 6:30 p.m. in the County Council Chambers located at 415 South Pine Street, Wallhalla, S. C. unless otherwise advertised.

Meetings are conducted using Model Rules of Parliamentary Procedure for South Carolina Counties which can be accessed on the SCAC website [<http://www.sccanet.org>], select publications link to view.

Agendas for each meeting are prepared by the Clerk to Council with input from the Council Chairman, County Administrator, Council members and outside agencies. A mock agenda is presented below for your reference [showing key areas addressed at each meeting].



AGENDA OCCONEE COUNTY COUNCIL MEETING Tuesday, XX, 2008 7:00 PM

Council Chambers - 415 S. Pine Street, Wallhalla, South Carolina

1. Call to Order
2. Motion of Silence
3. Pledge of Allegiance to the Flag of the United States of America
4. Approval of Minutes
 - DATE: Regular Meeting
5. Public Comment Period - Limited to 30 minutes; 1000 (2) minutes per person - Comments shall be related to a specific agency item
6. Extended Public Comment Period - Limited to 30 minutes per meeting prior to 6:30 p.m. and 15 minutes per meeting prior to 7:00 p.m. - Comments shall be related to a specific agency item - Comments not limited to specific agency item
7. Consideration of the Following Ordinances
 - (1) First Reading of Ordinance 2008-xx "AN ORDINANCE....."
8. Consideration of the Following Resolutions
 - (1) First and Final Reading of Ordinance 2008-xx "A RESOLUTION....."
9. Discussion & Possible Action Regarding the Following Items - Mr. Herb Smith - 1000; Administration and Mr. Herb W. Smith - County Services
10. Council Committee Report
11. Commission - Local Historical Council
12. Board & Commission Appointments
13. Administration Report
14. Mr. [Name]
15. New Business
16. Executive Session (All/Partial/None)
17. Adjourn

Oconee County Clerk to Council
415 S. Pine Street, Wallhalla, South Carolina 29785
803.733.1111
www.oconee.org

COUNCIL AGENDA PACKS:

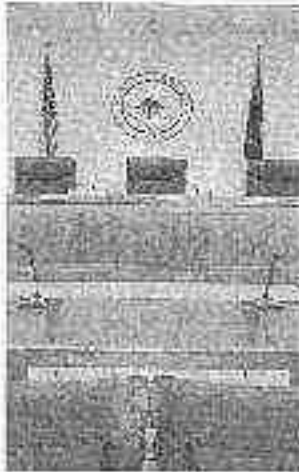
The Clerk to Council will mail to your home the agenda, backup material, minutes from the previous meeting and other information on the Friday prior to a scheduled Council meeting. If you do not receive your mailing by noon on Monday prior to a meeting, please contact the Clerk to make an additional copy for you.

COUNTY COUNCIL MEMBER'S PERSONAL SCHEDULES:

It is the responsibility of each Council member to promptly notify the Council Chairman & Clerk to Council when you will be unable to attend a scheduled committee or council meeting.

COUNTY COUNCIL WEBSITE:

Oconee County has an excellent web site www.oconee.com which can provide you with specific information regarding county departments, the county's fiscal budget, council activities, contact information for departments and other helpful information. Helpful Links on the Council website include:



- Code of Ordinances
- Pending Ordinances & Resolutions
- Approved Ordinances
- Approved Resolutions
- Current Year Agendas and Minutes
- Previous Years (2) years Agendas and Minutes 2007-2006
- Future Meeting Schedules
- Committee Assignments
- Oconee County Council Member Voting Districts
- Other Common County Maps
- Documents & Forms
- Council Studies

COMMITTEE ASSIGNMENTS [Effective January 2008 through December 2008]:

Committee assignments are made by the Council Chairman at the first meeting of each year. Committee meetings are scheduled periodically by the Committee Chairman and are advertised to the media by the Clerk to Council.

Budget, Finance & Administration:

- H. Frank Ables, Jr., District V, Chair
- George C. Blanchard, District I
- Thomas S. Crumpton, Jr., District II
- Mario Suarez, District III
- Marion E. Lyles, District IV

Transportation:

- Thomas S. Crumpton, Jr., District II, Chair
- Marion E. Lyles, District IV
- Mario Suarez, District III

Real Estate, Facilities & Land Management:

- Marion E. Lyles, District IV, Chair
- Thomas S. Crumpton, Jr., District II
- George C. Blanchard, District I

Law Enforcement, Public Safety, Health & Welfare:

- George C. Blanchard, District I, Chair
- H. Frank Ables, Jr., District V
- Thomas S. Crumpton, Jr., District II

Planning & Economic Development:

- Mario Suarez, District III, Chair
- H. Frank Ables, Jr., District V
- George C. Blanchard, District I



OCONEE COUNTY GOVERNMENT

COUNTY ADMINISTRATION:

| | | | |
|-----------------------|-------------------|----------------|--|
| County Administrator: | Dale K. Surret | 638-4244 | dsurret@occoncesc.com |
| Secretary: | Stephane Matheson | 638-4244 | smatheson@occoncesc.com |
| County Attorney: | Bradley A. Norton | 638-2930 | bannam@bellsouth.net |
| Paralegal: | Amy Wilson | 638-2930 | awwilson@bellsouth.net |
| | | 638-2922 [fax] | |

CURRENT BUDGET CAN BE VIEWED ON THE COUNTY WEBSITE AT:

http://www.occoncesc.com/DWB/Oconee_County_Budget_FY_2007_2008.pdf

The previous year's approved budget by department [in summary format] will be provided to you under separate cover.

OCONEE COUNTY DETAILED BUDGET PROVISOS FISCAL YEAR 2007-2008

TRAVEL of all County officers, employees, commission members or other persons performing travel on County business, duly authorized (hereinafter referred to as County Official) shall be reimbursed only for mileage and meals (meals reimbursed from school line item, mileage from travel line item).

MILEAGE shall be reimbursed at the rate established by Internal Revenue Service Regulations (currently forty-four and one-half cents (\$.485) per mile for travel). Such reimbursement will only be provided for travel in a private vehicle not owned by the County, State or Municipality, or other publicly owned vehicle. A passenger will not be reimbursed for mileage. Further, travel for only one (1) vehicle is authorized per four (4) County Officials from the same department attending the same meeting unless prior approval is obtained from the Oconee County Administrator. All claims for travel shall be on a voucher provided by the Finance Director's Office, which shall show the purpose, date and number of miles traveled.

LODGING arrangements will be made by the employee or department head prior to the commencement of a trip. The travel voucher must be completed and submitted to accounts payable for payment prior to the trip, or if it is to be a reimbursement to the employee, the voucher must be submitted with a check-out receipt from the hotel. The department head must approve and sign the travel vouchers in order for payments to be made.

A County official may be provided per diem to cover meal expenses incurred while out of the County on official business, if travel extends beyond one (1) day OR is over one hundred fifty (150) miles one-way. The per diem rate is determined by the Internal Revenue Service Regulations schedules.

If travel is limited to one day (not overnight) and is less than one hundred fifty (150) miles one-way, employees may submit dining receipts for reimbursement, up to a maximum of fifteen dollars (\$15.00) per day. The amount of reimbursement will be based on actual expenses and will not include tips or alcoholic beverages.

When lodging is required, the County official is expected to stay at a standard, medium priced hotel/motel wherever possible. If a County official is to attend a formal meeting, conference or convention he/she may stay at the hotel where the meeting is being held. The County will pay no more than the regular single room rate per person for the employee. Receipts must be presented for all lodging.

Travel advance requests must be submitted and approved by the Finance Director to cover any advance payments.

HOLIDAYS: Oconee County shall observe the following holidays:

- New Year's Day
- George Washington's Birthday/President's Day
- National Memorial Day
- Labor Day
- Thanksgiving Day
- Christmas Day
- Martin Luther King, Jr. Day
- Confederate Memorial Day
- Independence Day
- Veterans Day
- Day After Thanksgiving
- Day After Christmas

Since Oconee County observes the same holiday schedule as observed by the State of South Carolina, any additional holidays approved by the Governor during the fiscal year would also be observed by Oconee County.

DETAILED JUSTIFICATIONS: All budget line items must be supported by detailed justifications.

MAINTENANCE & CONTRACT AGREEMENTS: Maintenance and contract agreements shall be executed by the appropriate designee as identified in Procurement Ordinance 2001-15. Renewals of existing contracts in excess of \$25,000 that have already been funded by County Council in the Budget Ordinance may also be executed by the Administrator. New contracts in excess of \$25,000 where funds were not specifically authorized, or as the Administrator otherwise deems necessary, must be awarded by County Council.

PARKS, RECREATION, AND TOURISM BUDGET TRANSFER: The Parks, Recreation, and Tourism (PRT) Director can authorize budget transfers between the parks up to \$5,000.

HOLIDAY OBSERVANCES FOR THE YEAR 2008

| | |
|-----------------------------|-----------------------------|
| NEW YEAR'S DAY | TUESDAY, JANUARY 1, 2008 |
| MARTIN LUTHER KING, JR. DAY | MONDAY, JANUARY 21, 2008 |
| PRESIDENT'S DAY | MONDAY, FEBRUARY 18, 2008 |
| CONFEDERATE MEMORIAL DAY | FRIDAY, MAY 9, 2008 |
| MEMORIAL DAY | MONDAY, MAY 26, 2008 |
| INDEPENDENCE DAY | FRIDAY, JULY 4, 2008 |
| LABOR DAY | MONDAY, SEPTEMBER 1, 2008 |
| VETTERAN'S DAY | TUESDAY, NOVEMBER 11, 2008 |
| THANKSGIVING DAY | THURSDAY, NOVEMBER 27, 2008 |
| DAY AFTER THANKSGIVING | FRIDAY, NOVEMBER 28, 2008 |
| CHRISTMAS HOLIDAYS | THURSDAY, DECEMBER 25, 2008 |
| DAY AFTER CHRISTMAS | FRIDAY, DECEMBER 26, 2008 |

Description of Council-Administrator Form of Government

The council in the council-administrator form of government shall consist of not less than three members nor more than 12 members. Council members are again elected either for two or four year terms of office. In Geonee County, council consists of 5 members each for a four term.

The administrator is an appointive official employed by the council who is to be the administrative head of the county government responsible for administration in all departments subject to the council's control. The council may employ the administrator for a definite term or not, at it's discretion. Should the council decide to terminate the administrator, he shall be given a written statement of the reasons for termination and has the right to a public hearing at a council meeting.

The powers and duties of the county administrator are outlined in state law and include the following:

- (1) serving as chief administrative officer of the county;
- (2) executing the policies, directives and legislative actions of the council;
- (3) directing and coordinating operations of the county;
- (4) preparing annual operating and capital budgets for the council, and requiring such reports, estimates and statistics as necessary from county departments and agencies;
- (5) supervising the expenditure of appropriated funds;
- (6) preparing financial and administrative reports for the council;
- (7) administering county personnel policies, including salary and classification plans approved by council;
- (8) employing and discharging county personnel, subject to council appropriation of funds for that purpose;
- (9) performing other duties as required by the council.

The administrator is specifically directed by law to inform the council of anticipated revenues and the amount of tax revenue required to meet the financial requirements of the county when he presents proposed operating and capital budgets to the council.

The administrator has no authority over any elected officials of the county whose offices were created by the state Constitution or laws, with the exception of applying general organizational policies adopted by the council. Council members also have no authority over elected officials with the exception of general organizational policies adopted by council.

Except for purposes of inquiries and investigations, the county council shall not deal with county officers and employees who are subject to the direction and supervision of the administrator, except through the administrator. **Neither the council nor its members are to give orders or instructions to county employees.**

MUNICIPALITIES CONTACT INFORMATION:

| | | |
|--|----------------------------|--|
| City of Seneca 221 East North First Street Seneca, SC 29678 | 885-2700 885-2701 [fax] | Mayor Dan Alexander City Administrator: Greg Deitrich |
| City of Walhalla 206 North Church Street Walhalla, SC 29691 | 858-4343 858-4357 [fax] | Mayor Randy Chastain |
| City of Westminster 100 East Windsor Street Westminster, SC 29693 | 647-3292 647-3229 [fax] | Mayor Derrick Hodgins City Administrator: David Smith |
| Town of West Union 1442 West Main Street West Union, SC 29696 | 638-9978 638-8484 [fax] | Mayor Sharon Nuttrey |
| Town of Salem 5-A Park Avenue Salem, SC 29676 | 944-2819 944-7795 [fax] | Mayor Diane Head |

OCONEE COUNTY COMPREHENSIVE PLAN [2004]

Through the Enabling Act of 1994 (the 1991 Act), Oconee County has been given the authority to create and maintain a comprehensive planning process. Following the planning process, the Oconee County Planning Commission developed and completed a comprehensive plan in 2004. The plan was adopted by County Council in November 2004 as Ordinance 2004-25.

Why is the comprehensive plan needed? Because it is a blueprint for the County's future growth and development as the plan reflects the County's current physical development and forecasts where future development will occur. The need for public input is essential for local government planning to be successful. The level of public understanding and involvement in the planning process, whether the public is acting as concerned citizens or participating directly as Planning Commission Members, will dictate the success or failure of a county's planning process. Please know that Land Use is only one of the seven elements that make up the Comprehensive Plan and that zoning is the most common tool utilized by a local government to implement a county's land use plan. In general, a zoning ordinance divides the land within a county's jurisdiction into different districts. Within each district, the zoning ordinance, [with district's public input], designates the use, location and size of any structure placed on the property. A county that adopts and enforces a zoning ordinance is exercising its authority to protect and preserve the health, safety, and general welfare of the county through the regulation of land.

The Comprehensive Plan is updated every 5 years & will be reviewed again in 2009.

Note: The Municipal Association of South Carolina [MASC] has an excellent publication *Comprehensive Planning for Local Governments* that may be a useful resource in understanding the planning process. Planning Commission and the board of Zoning Appeals (see page 16 for web link).

A full copy of the Comprehensive Plan will be provided to you under separate cover.

COUNTY TELEPHONE DIRECTORY [partial listing]

| Department | Phone Number | Department Head |
|-------------------------------------|-----------------------|---------------------|
| Assessor | (864) 638-4150 | Leslie Smith |
| Auditor | (864) 638-4251 | TBA |
| Building Codes | (864) 718-1005 | Channon Chambers |
| County Administrator | (864) 638-4244 | Dale Surrent |
| Clerk of Court | (864) 638-4280 | TBA |
| Coroner | (864) 638-4140 | Karl Addis |
| County Council | (864) 718-1023 | Beth Hulse |
| Delinquent Tax Office | (864) 638-4147 | Linda Shugart |
| Economic Development | (864) 638-4210 | Jim Alexander |
| Emergency Management Agency | (864) 638-4200 | Rodney Burdette |
| Finance | (864) 638-4620 | Phyllis Lombard |
| Geographic Information Systems | (864) 638-4251 | Mark Washington |
| Grants Administration | (864) 638-4235 | Veronda Lewis |
| Human Resources | (864) 638-4252 | Kay Gilbon |
| Information Technology | (864) 718-1035 | VACANT |
| Oconee Alliance | (864) 638-4210 | Jim Gadd |
| Oconee County Addressing | (864) 638-4250 | Art Holbrooks |
| Oconee County Airport | (864) 882-2959 | Kevin Short |
| Oconee County Soil & Water District | (864) 638-2213 | Ann H. Herron |
| Oconee Public Library | (864) 638-4133 | TBA |
| Parks, Recreation, and Tourism | (864) 888-1488 | Phil Shirley |
| Planning Department | (864) 638-4218 | Art Holbrooks |
| Probate Court | (864) 638-4275 | Judge Sandra Orr |
| Procurement | (864) 638-4141 | TBA |
| Register of Deeds | (864) 638-4285 | Anna Davison |
| Road Department | (864) 886-1072 | Mack Kelly |
| Rock Quarry | (864) 638-4214 | Rick Martin |
| Rural Fire Department | (864) 638-4220 | Rodney Burdette |
| Sheriff's Office | (864) 638-4111 | James Singleton |
| Solicitor 10th Circuit | (864) 638-4294 | Chrissy Adams |
| Solid Waste | (864) 888-1440 | Swain Still |
| Treasurer | (864) 638-4162 | Greg Nowell |
| Veterans Affairs | (864) 638-4231 | Jerry Dwyer |
| Voter Registration & Elections | (864) 638-4196 | Joy Brooks |

ORGANIZATION LINKS:

- South Carolina Association of Counties [SCAC] <http://www.sccounties.org/>
Contact: Kathy Williams
- SCAC: Directory of County Officials
<http://www.sccounties.org/publications/pdf/DirectoryofCountyOfficials08.pdf>
- SCAC: "A Handbook for County Government in South Carolina"
<http://www.sccounties.org/research/Handbook/Handbook2005.pdf>
- SCAC: "Model Rules of Parliamentary Procedure for South Carolina Counties"
http://www.sccounties.org/publications/Parliamentary%20Procedure/parliamentary_proc.pdf
- National Association of Counties [NACo] <http://www.naco.org/>
- South Carolina State House <http://www.scstatehouse.net/>
- The Official Website of South Carolina <http://www.sc.gov/>
- South Carolina Ethics Commission <http://www.ethics.sc.gov/>
- School District of Oconee County [SDOC] <http://www.oconee.k12.sc.us/>
Contact Kay Powell, Communications Director
- Oconee Alliance <http://www.oconeealliance.org/index.php>
Contact: Jim Gadd
- Appalachian Council of Governments [ACOG] <http://www.scacog.org/>
- Upstate Alliance <http://www.upstatealliance.com/>
- Municipal Association of South Carolina [MASC] <http://www.masc.state.sc.us/>

Beth
Please place in CC packets AS into only.


received
1-20-08

The State of South Carolina
Military Department



OFFICE OF THE ADJUTANT GENERAL

STANHOPE S. SPEARS
MAJOR GENERAL
THE ADJUTANT GENERAL

July 14, 2008

Mr. Scott Krein, Deputy Director
Oconee County Emergency Services
475 South Pine Street
Walhalla, SC 29691

Scott
Dear Mr. Krein:

Enclosed is the Final Exercise Report for the Oconee Nuclear Station partial participation exercise that was conducted on April 1, 2008.

All objectives of the exercise were demonstrated. No Deficiencies or Areas Requiring Corrective Action for Oconee County were identified during the April 1st exercise.

Allow me to express my sincere appreciation and congratulations to your entire Radiological Emergency Preparedness team for their enthusiastic and professional performance. Please convey my compliments to all who contributed to the resounding success of this exercise.

Sincerely,

Ronald C. Osborne
Director

RCO/psm
Enclosure

CC: Chief Rodney Burdette
Dale Surrency

SUPPLEMENTAL LOCAL PLANNING GRANT (SLPG)
FOR VOLUNTEER RECEPTION CENTER PLAN
GUIDELINES AND APPLICATION PROCEDURES

I. Introduction/Background

The Office of the Adjutant General, Emergency Management Division, has been designated to administer local assistance under the FY 07 Supplemental Grant (SLPG). This supplement to the FY 07 Emergency Management Performance Grant provided additional dollars nationally to assist state and local governments to sustain and enhance all-hazards emergency management capabilities.

The SLPG is designed to supplement current funding. As with the FY 07 LEMPG we are giving counties the opportunity to complete an additional special project to receive additional funding. Funding will be provided for the completion of a Volunteer Reception Center Plan, Phase I by August 31, 2008. There is a fifty percent match required for this project. Matching funds must be non-federal in origin and can be in-kind. Funding will be provided after the special project has been completed. Counties with nonoperational SAT telephone/radio communication systems must include the cost to re-establish this communication system as part of the budget submission.

Our joint State and local partnership will provide us the opportunity to effectively respond to hazards that affect all of us, ensure that federal, state and local jurisdictions can operate efficiently together in major disasters or emergency situations, and focus on mutual efforts to achieve our goals.

This document provides applicants with program criteria and eligibility information so that formal application proposals may be prepared. Included in this package are worksheets for counties to use in preparing your application. Please complete and forward to:

Ms. Darlene Gathers, Fiscal Technician II
S.C. Emergency Management Division
2779 Fish Hatchery Road
West Columbia, SC 29172

THE DEADLINE FOR SUBMISSION IS JULY 8, 2008

II. ELIGIBLE PROGRAM AREAS

The State and its local jurisdictions will continue to work together to comply with the *South Carolina Code of Laws, Title 25, Chapter 1, Article 4* and the *S.C. Code of Regulations 58-1 and 58-101* pertaining to emergency management.

SPECIAL PROJECT

Volunteer Reception Center (VRC) Plan Phase I

PK: Counties will develop a plan for receiving, training and identifying unsolicited and unaffiliated volunteers. Plans will provide for coordination of county Volunteer Reception Centers (VRC) which will assist in managing those volunteers affiliated with any other voluntary organization. Program elements will include development of a plan for volunteer management including VRCs and incorporation of plan into County Emergency Operations Plan (EOP).

Explanatory Paragraphs

During a disaster of any scale, unsolicited and unaffiliated volunteers will appear to assist with response and recovery efforts. The skills and abilities of these volunteers can be used efficiently and effectively if they are properly channeled. In the absence of processes to receive, train and credential these volunteers, the volunteers can drain time, energy and other resources. Therefore, it is imperative that every county be prepared to manage these volunteers when they arrive. This planning process will be divided into two phases, with Phase 1 as part of 2008 SLPG and Phase 2 as part of 2009 LFMPG. Plans to manage volunteers will be integrated into the County EOP and will include, at a minimum:

- Definition of unsolicited volunteer, unaffiliated volunteer and Volunteer Reception Center (VRC)
- Evaluate and include hazards for establishing VRC
- VRC activation and notification procedures
- Three potential locations in the county for Volunteer Reception Centers (VRC)
- Numbers of staff required to operate the VRC
- Potential options for staffing VRCs
- Procedures to assess unmet needs at the local level and options for providing resources and volunteers to meet those needs,
- Specific agency and organization responsibilities, to include primary and support agencies,
- Form development. For Phase I, a variety of forms that will be tailored to the county and incorporated into the plan, include but are not limited to: legal liability waiver, request for volunteers form, disaster volunteer registration form, safety training for volunteers, position descriptions for staff roles at the VRC, work-site sign-in and sign-out record, signage for VRC, VRC floor-plan, volunteer instruction sheet, record of expenses incurred by agencies at VRC, volunteer sign-in and sign-out record, VRC safety training record. Potential templates of these forms can be acquired from SCEMD for modification and incorporation into plan.
- Phase I must be submitted to SCEMD by August 31, 2008. There will be no extensions.

III. Reporting Requirements

Local jurisdictions will submit one progress report for the Volunteer Reception Center Plan using the enclosed SLPG Progress Report. The plan should accompany the progress report identifying any shortcomings.

The progress report is due August 31, 2008. Financial reports are due upon completion of the project and will not be processed until a progress report has been completed and is on file.

IV. Certifications

New county participants must complete and submit the Certification Form and Audit Reporting Form as part of their submission package. For counties that are currently participating in the 2007 SLPG program current forms on file are sufficient.

SUPPLEMENTAL LOCAL EMERGENCY PLANNING GRANT BUDGET SUBMISSION

County Name: *Gen/see County*

Project Name: *Volunteer Reception Center*

Period of Performance: 01 Jul 08 to 30 Sep 08

| ELIGIBLE ITEMS | AMOUNT | | USAGE/DESCRIPTION |
|---|---------|--------|--|
| | FEDERAL | MATCH | |
| Personnel/Fringes: | | | |
| Deputy Director Emergency Mgt | | \$5000 | |
| Emergency Operations Centers: | | | |
| Satellite phone | \$4000 | | Satellite phone to replace current broken phone that is not repairable |
| Supplies for Volunteer Reception Centers: | | | |
| Portable storage box, forms, supplies | \$1000 | | Portable storage box, forms, supplies |
| | | | |
| | | | |

1. Detail amount(s) and description(s) for match and/or in kind.

2. Funds used to match LEMPG may not be used to match the SUPG. If LEMPG has excess match that you are requesting in use, contact Darlene Guthrie at SCENTG.

County Director signature

Number of Supplemental Local Emergency Planning Grant Applications: *1*

NEW SWAG

DRAFT

REVISED ON 07-01-2008 BY BAN

DRAFT

STATE OF SOUTH CAROLINA

INTERGOVERNMENTAL
AGREEMENT

COUNTY OF OCONEE

THIS INTERGOVERNMENTAL AGREEMENT made and entered into this _____ day of _____, 200____, by and between OCONEE COUNTY, South Carolina, hereinafter called "the County", and the CITIES of SENECA, WESTMINSTER, WALHALLA AND WEST UNION, hereinafter called "the City", and the OCONEE COUNTY JOINT REGIONAL SEWER AUTHORITY, hereinafter called "the Authority", and it is hereby contracted and agreed by and between the parties hereto as follows:

change date

ARTICLE I

The governing body of each of these entities has found this Agreement to be in the best interest of the public and each has approved this Agreement and authorized its execution by the undersigned officers. The prior Intergovernmental Agreement entered into on February 28, 2003, is hereby rescinded.

rescinds prior SWAG

NOW THEREFORE, for and in consideration of the terms and conditions herein, the parties do hereby agree as follows:

FACTUAL BACKGROUND

Section 1.01

1) The CITY is a municipal corporation duly chartered by the State of South Carolina and pursuant to applicable constitutional and statutory provisions relative thereto. The CITY has heretofore established and now operates a municipal water and sewer system, which generally

New SWAG

NEW SWAG

DRAFT

REVISED ON 07-01-2008 BY BAN

DRAFT

STATE OF SOUTH CAROLINA

INTERGOVERNMENTAL
AGREEMENT

COUNTY OF OCONEE

THIS INTERGOVERNMENTAL AGREEMENT made and entered into this _____ day of _____, 200__, by and between OCONEE COUNTY, South Carolina, hereinafter called "the County", and the CITIES of SENECA, WESTMINSTER, WALHALLA AND WEST UNION, hereinafter called "the City", and the OCONEE COUNTY JOINT REGIONAL SEWER AUTHORITY, hereinafter called "the Authority", and it is hereby contracted and agreed by and between the parties hereto as follows:

Change date

ARTICLE I

The governing body of each of these entities has found this Agreement to be in the best interest of the public and each has approved this Agreement and authorized its execution by the undersigned officers. The prior Intergovernmental Agreement entered into on February 28, 2005, is hereby rescinded.

Rescinded prior SWAG

NOW THEREFORE, for and in consideration of the terms and conditions herein, the parties do hereby agree as follows:

FACTUAL BACKGROUND

Section 1.01

1) The CITY is a municipal corporation duly chartered by the State of South Carolina and pursuant to applicable constitutional and statutory provisions relative thereto. The CITY has heretofore established and now operates a municipal water and sewer system, which generally

New SWAG

serve the entire area of the CITY and populated areas immediately adjacent to its corporate limits.

2) The COUNTY is a body corporate and politic which is governed by a County Council and which, by virtue of Section 16 of Article VIII of the Constitution of the State of South Carolina, as well as other enabling legislation, is fully empowered to enter into this Intergovernmental Agreement.

3) The Authority is an Authority created pursuant to Chapter 25, Title 6, S.C. Code of Laws as amended by Act No. 59 South Carolina Acts and Joint Resolutions effective June 6, 2007, whose primary function is to transport and treat wastewater and to collect wastewater in accordance with this Agreement.

4) As a means of setting forth the matters of essential inducement which have resulted in the making of this Intergovernmental Agreement, the parties hereto agree that the pertinent facts with respect thereto are set forth in the remaining sections of this Article.

5) The County and the City agree that it is in the best interest of both the County and the City for there to be controlled industrial and residential growth in the unincorporated areas of Oconee County. The County and the City agree that in order for there to be controlled industrial and residential growth in the unincorporated areas of Oconee County that water and sewer infrastructure will be necessary.

6) The County and City agree that nothing in this Intergovernmental Agreement shall be construed as an impediment to annexation by the City. The County agrees not to oppose any lawful Petition for annexation received by the City. The parties agree that the City may make connection to the city water system contingent upon annexation notwithstanding the provisions of Section 4.03 herein.

7) The County, Authority and City agree that the intent of the Agreement is:

(a) To facilitate the working together of the County, the Authority and the Cities for their

adds
Authority

mutual benefit and progress through the expansion of sewer systems and water systems.

(b) To protect the Cities from the costs related from system expansions outside of municipal limits, unless the cities decide to expand their systems outside of their municipal limits.

(c) To assure fair treatment for entities wishing to connect to the water and sewer system and receive water and sewer service.

(d) To state that the County, Authority and City understand that a different rate structure should apply for water and/or sewer service outside of a City's municipal limits and that Cities and Authority should receive a return for providing water and/or sewer service, and that this return is essential for maintaining the current system and for expansion of the system.

*Commission
to
Authority*

(e) NOTHING IN THIS AGREEMENT SHALL BE CONSTRUED AS ALTERING OR CHANGING ANY AGREEMENTS BETWEEN THE SIGNATORIES OF THIS AGREEMENT CONCERNING WATER AND/OR SEWER TERRITORIES.

ARTICLE II

DEFINITIONS

Section 2.01

In this Intergovernmental Agreement, unless a different meaning appears from the context:

- 1) AGREEMENT shall mean this document, duly executed by the parties, and all amendments hereinafter made.
- 2) ARTICLES, SECTIONS and PARAGRAPHS mentioned by number are the respective Articles, Sections and Paragraphs so numbered.

- 3) CITY shall mean the City of Seneca, Walhalla, Westminster or West Union, as identified in Section 1.01 (1).
- 4) COLLECTION SYSTEM are those whose primary function is the collection of sewage from multiple and individual users in pipes eight (8") inches in diameter or larger with a manhole. Collection systems would normally include areas such as subdivisions, or streets where numbers of users exist, and from where sewage must be collected.
- 5) AUTHORITY shall mean the Oconee Joint Regional Sewer Authority.
- 6) COUNTY shall mean Oconee County.
- 7) DHEC shall mean South Carolina Department of Health and Environmental Control.
- 8) EPA shall mean the Environmental Protection Agency, an agency of the United States Government.
- 9) FORCE MAINS shall mean the discharge pipes from sewer pump stations that transport sewer under pressure, as contrasted to gravity lines which transport sewer by the natural fall of water in a downhill direction.
- 10) OJRSA shall mean the Oconee Joint Regional Sewer Authority.
- 11) PARTY OR PARTIES shall mean the signatories to this Intergovernmental Agreement and their successors and assigns. *add's OJRS
as defined*
- 12) PIONEER shall mean Pioneer Rural Water District.
- 13) PUBLICLY OWNED TREATMENT WORKS or POTW shall mean any devices or systems used in the collection, storage, treatment, recycling and reclamation of sewage or industrial wastes of a liquid nature and any conveyances which convey wastewater to a municipal or regional treatment plant.

14) SERVICE CONNECTION shall mean a connection from an individual sewer user to a sewer main. Service connections are primarily mechanical connections of a smaller diameter sewer lateral to the larger diameter sewer main, as compared to connecting the lateral to a manhole.

15) SEWAGE TREATMENT PLANT shall mean any arrangement of devices and structures used for treating sewage.

16) SEWER MAIN shall mean an eight (8") inch or larger diameter pipe to which service lines may be connected, or through which collected sewage may be transported.

17) SINGLE SERVICE LINE shall mean a single line that serves only one customer that is owned by the individual customer and whose line is less than eight (8") inches in diameter.

18) TRANSPORTATION FACILITIES shall mean those facilities whose primary function is the pumping or moving of sewage from the collection system to the treatment plant. This does not mean that there are not individual users added anywhere on the transportation system, only that the primary function is the transport or movement of sewage, not collection.

19) TRUNKLINES shall mean the (usually) larger diameter gravity sewer pipes used for transportation of sewage. Collection systems would normally discharge into trunklines or into pump stations that would discharge into trunklines.

20) DEFINITION OF FEES:

One Time Fees

(a) "Connection Fee" or "Tap Fee" is a fee charged to the user for the cost of physically connecting to the sewer system. This fee shall be set by the Authority or the City (depending on ^{Authority's} Authority).

the entity that owns the sewer main to which the connection is being made) based on the actual cost to the utility for connecting to the sewer system. The City's Connection Fee or Tap Fee shall be uniform throughout the City's sewer system outside of the City's city limits.

(b) "Treatment Impact Fee" is a fee charged for the user's allocation of treatment capacity in the treatment plant. This fee shall be based on a uniform formula throughout the Authority and City system. This fee shall be set by the Authority in accordance with Oconee County Ordinance 89-6 which references DHEC contributory guidelines.

(c) "Municipal Collection System User/Impact Fee" is a fee charged for the user's allocation of transportation capacity in the existing Municipal collection system. This fee shall be set by the City in accordance with DHEC contributory guidelines.

(d) "Oconee Joint Regional Sewer Authority Collection System Impact Fee" is a fee charged for the user's allocation of capacity in the AUTHORITY collection system. This fee shall be set by the AUTHORITY in accordance with DHEC contributory guidelines.

Monthly Fees

The user will be charged a monthly fee by the City or the Authority, depending upon the line to which the user connects. The City and/or the Authority shall set monthly fees based upon zones in which the user exists. The following list are factors the City and/or Authority will consider in setting monthly fees.

(a) "Billing Fee" is an administrative cost associated with billing by the City.

(b) "Depreciation" is the cost of the declining value and need for future replacement or refurbishment of the facilities, based on the expected life of the facilities. Depreciation shall be

based on the actual cost of the new system and shall be funded in accordance with standard accounting practices. Collection systems shall be depreciated over fifty years and Trunklines, Force Mains, and Pump Stations shall be depreciated over twenty (20) years.

(c) "Collector lines operation and maintenance (O&M)" is the cost of personnel, repairs, chemicals, utilities and other costs associated with the running and upkeep of equipment or facilities associated with the collection system to which the user is connected. (This is the O&M for the system expansion itself.)

(d) "Pumping charge" is the cost of the O&M on the pumps used by the Cities to transport the sewage to the Authority system.

(e) "Reimbursement fee" is a portion of the project cost that would be collected and returned to the County (could be part one-time fee and part monthly flow-based fee and interest).

(f) "Transportation fee" is the cost of transporting the sewage through the City system and includes 1/1 charges. This represents the cost of transporting sewage from a system or project through a City system. This does not include pumping charge.

(g) "Treatment fee" is a fee charged for the cost of the treatment of the sewage by the AUTHORITY. This fee shall be set by the Authority.

Contribution to Authority

AGREEMENT

The COUNTY, AUTHORITY and CITY mutually agree, each with the other, as follows:

ARTICLE III

AGREEMENT CONCERNING SEWER

This Article shall only apply to sewer issues.

Section 3.01

The Authority may construct, own and operate a sewer collection and transportation system in the unincorporated areas of Oconee County. The Authority agrees that the cities of Seneca, Westminster, Walhalla and the Town of West Union shall have the first option to construct and/or own and operate sewer lines in the unincorporated areas of the COUNTY, subject to section 3.02 herein. Nothing in this section or in this Agreement shall be construed as creating an obligation on the CITY, and/or AUTHORITY to construct a sewer line. CITY SHALL BE DEFINED AS THE INDIVIDUAL CITIES OF SENECA, WESTMINSTER, WALHALLA AND/OR THE TOWN OF WEST UNION.

Takes out County - Commission for Authority in 3.01 3.02 3.03

Section 3.02

The CITY and AUTHORITY agree that the public entity providing water in an unincorporated area of the County shall have the first right to construct and own and operate sewer lines in that area. In the event that said entity declines to construct, own and operate said sewer line, any other party to this Agreement may exercise the right to construct, own and operate the sewer line. If two or more parties to this Agreement decide to construct, own and operate said sewer line, the Authority shall decide which entity shall be entitled to said line and the Authority's decision shall be final.

Section 3.03

In the event that the cities of Seneca, Westminster, Walhalla and the Town of West Union wish to accept sewer lines owned and operated by the Authority, the respective city or town shall have the right to accept said lines based on the following if the Authority agrees to

allow the CITY to accept said fees.

a. In the event that the County or the Authority is receiving a Reimbursement Fee as defined herein, the City shall collect said fees from the users of the system and remit the fee to the County or Authority until such time as Reimbursement has been paid in full.

b. The City may pay to the County or Authority the County's or Authority's actual cost for the system minus any amount the County or Authority has been reimbursed for the cost of the system.

c. If the County or Authority has not expended funds for the system (i.e., the system was paid for by grant money or the owner/developer), the City may accept the system at no cost to the City.

d. The County and/or Authority may agree to allow the respective city or town to accept the system at no cost even if the County and/or Authority has paid for the construction of the system.

Section 3.04

In the event that the Authority has a customer on City water that connects to the Authority sewer system, the respective city or town agrees to bill said customer for sewer services at a rate to be determined by the Authority. The respective city or town shall be entitled to receive an administrative fee for providing the billing service. This fee shall be negotiated between the respective city or town and the Authority.

Takes out County-

Section 3.05

The respective city or town agrees to allow the Authority to connect its sewer lines to city

Commission to Authority in 3.04 3.05

sewer lines for transportation to a wastewater treatment plant operated by the Authority.

Section 3.06

The COUNTY, the cities of Seneca, Westminster, Walhalla and the Town of West Union and the Authority agree that any entity (person, business, corporation, partnership, etc.) who requests to connect to an existing municipal or Authority sewer line outside of the municipal city limits shall have the right to connect to the Authority or CITY system IF said entity satisfies the requirements set forth below.

*Comments
to
Authority
3.06*

*Takes out Capacity & Substitutes
Authority*

a) Entities requesting to connect to an Authority or municipal line must have a feasibility study done by an engineer licensed in the State of South Carolina to determine the probable cost of the system, the impact on down stream facilities, and a basic design of the system sufficient to handle the entity's needs, including any desired future flow increases based on growth. The study shall be presented to the Authority, and the municipality (where applicable). A feasibility study shall not be required if the new line is a single residential service line and the maximum sewage output will be less than 400 gallons per day. The necessity of having a feasibility study may be waived by mutual consent of the Authority and the municipality (where applicable). The municipality's consent to waive a feasibility study will be necessary when any sewage from the prospective entity will flow through a line owned by the municipality. In the event that a dispute arises between the entity requesting connection to a sewer system and the Authority, and/or municipality (where applicable), the dispute shall be resolved in accordance with the provisions set forth in Section 3.07, below.

b) Entities requesting to connect to an Authority or municipality line must have the new system designed by an engineer licensed in the State of South Carolina. The design shall be

presented to the Authority, and the municipality (where applicable) for approval. The design shall meet Federal, State and local requirements and specifications. The design may be disapproved by the Authority and municipality (where applicable) if the design does not meet Federal, State and local requirements and specifications. In the event that a dispute arises between the entity requesting connection to a sewer system and the Authority, and/or municipality (where applicable), the dispute shall be resolved in accordance with the provisions set forth in Section 3.07, below.

c) Entities requesting to connect to existing sewer facilities shall be responsible for (1) All costs associated with the construction of the new system, and (2) All costs of connecting to the existing system. These costs shall include any upgrades necessary to accommodate the increased flow in the existing system. In addition, the sewer customer shall pay a monthly fee to be determined by the municipality or Authority. The monthly fee shall include fees for operation, maintenance, depreciation, treatment, debt service and transportation.

This section has been changed to read more clearly

d) Any entity requesting to connect to an existing sewer system pursuant to this agreement shall be required to obtain all necessary rights of way for the new system.

e) Any entity requesting to connect to the Authority or municipality sewer system shall construct the new system in accordance with the sewer specifications of the Authority or municipality that will own and operate the sewer system to which the entity intends to connect. These specifications may be changed, from time to time, by mutual agreement of the Authority, and municipality. The Authority and municipality (where applicable) shall have the right to inspect and test the new system throughout the construction phase of the project. The Authority and municipality may deny connection to the system if the new construction is not built to the

specifications set forth in this section. The Authority or municipality shall maintain uniform specifications throughout the Authority or municipal system.

f) Notwithstanding any other section in this Intergovernmental Agreement and any rights this Agreement may give to entities as defined herein, connection to the Authority or municipal system may be denied for any reason with the mutual consent of the County, Authority and the undersigned city, if applicable.

This has been changed to apply to the city involved, if applicable

Section 3.07

In the event that a dispute arises under Section 3.06 of this Agreement, any party to the dispute may adjudicate the dispute in accordance with the following provisions. This dispute resolution process only applies to Section 3.06 of this Agreement. THE HEARING BOARD AS SET FORTH IN SUB-SECTION (C) BELOW SHALL NOT HAVE THE JURISDICTION TO REQUIRE A MUNICIPALITY OR AUTHORITY TO CHANGE ITS STANDARD SPECIFICATIONS AND/OR REQUIREMENTS.

Commission to Authority in 3.07

(a) Either party to a dispute may request a hearing on the disputed issue before the Superintendent of the Authority. The Superintendent shall meet with the parties in an attempt to resolve the conflict within ten (10) business days. If the parties are unable to resolve the conflict, the Superintendent shall conduct a hearing within five (5) business days and shall issue a written decision on the issue in dispute.

(b) Either party may appeal the Superintendent's decision to the Authority within ten (10) business days of said decision. The Authority shall hear the appeal within ten (10) business days. Any member of the Authority who is employed by a party to the dispute shall not participate with the Authority on the appeal. The Authority shall render a written decision within

ten (10) business days of the hearing date.

(c) Either party may appeal the Authority's decision to the Hearing Board within ten (10) business days. The Hearing Board shall consist of three people. Each party to the dispute shall select one member of the Hearing Board and the two members of the Hearing Board selected by the parties shall select the third member of the Hearing Board. If the two members of the Hearing Board cannot agree on the third member, the third member shall be selected by the American Arbitration Association. The third arbitrator shall specialize in utilities law. The decision of the Hearing Board shall be final and binding on the parties to the dispute. The Hearing Board may assess costs, including attorney's fees, against the non-prevailing party to the dispute.

ARTICLE IV

AGREEMENT CONCERNING WATER

This Article shall only apply to water issues.

Section 4.01

THE COUNTY AGREES THAT IT WILL NOT COMPETE WITH THE CITIES OF SALEM, SENECA, WALHALLA, WESTMINSTER, AND THE TOWN OF WEST UNION IN THE SALE OF WATER. The parties agree that there will be times that the COUNTY may wish to construct water lines in the unincorporated area of Oconee County or financially assist in the construction of a water line or a water project by the CITY. In the event that the COUNTY decides to construct a water line in the unincorporated areas of the COUNTY and the supply of that water will come from a city water line, the CITY agrees to own, operate and maintain said water line after the construction of the line. The COUNTY agrees to construct said lines if

accordance with all city specifications and the CITY agrees to inspect the construction to insure compliance with its specifications.

Section 4.02

In the event the COUNTY seeks to be reimbursed for its financial contribution to a waterline or water project, the CITY agrees to add a reimbursement fee (the amount to be determined by the CITY and the COUNTY on a case by case basis) to the monthly water bills of the CITY's customers who benefit from the water line or water project.

Section 4.03

The COUNTY and the CITY agree that any entity (person, business, corporation, partnership, etc.) who requests to connect to an existing City water line outside of the municipal city limits shall have the right to connect to said water system IF said entity satisfies the requirements set forth below:

a) Entities requesting to connect to a City line must have a feasibility study done by an engineer licensed in the State of South Carolina to determine the probable cost of the system, the impact on existing facilities, and a basic design of the system sufficient to handle the entities needs, including any desired future flow increases based on growth. The study shall be presented to the City.

b) Entities requesting to connect to a City line must have a new system designed by an engineer licensed in the State of South Carolina. This design shall be presented to the City for approval. The design shall meet Federal, State and City requirements and specifications. The design may be disapproved by the City if the design does not meet Federal, State, and City requirements and specifications.

c) Entities requesting to connect to existing water facilities shall be responsible for (1) All costs associated with the construction of the new system; and

(2) All costs of connecting to the existing system.

These costs shall include any upgrades necessary to accommodate increased flow in the existing system.

(d) Any entity requesting to connect to an existing water system pursuant to this agreement shall be required to obtain all necessary rights-of-way for the new system.

(e) Any entity requesting to connect to the City water system shall construct the new system in accordance with the water specifications of the City that will own and operate the water system to which the entity intends to connect. The City shall have the right to inspect and test the new system throughout the construction phase of the project. The City may deny connection through the system if the new construction is not built to the specifications required by the City. The City shall maintain uniform specifications throughout its water system.

(f) Notwithstanding any other section in this Intergovernmental Agreement and any rights that this Agreement may give to entities as defined herein, connection to the City system may be denied for any reason with the mutual consent of the County and City.

ARTICLE V

AGREEMENT CONCERNING SEWER

This Article shall only apply to sewer issues.

Section 5.01

It is contemplated that DeWitt County may wish to finance or assist in the financing of sewer facilities to be owned and operated by the Authority and/or the City. The parties agree that there will be times that the COUNTY may wish to finance sewer lines in the unincorporated

This has been changed to finance since the County is no longer in the sewer business

Provision concerning bonds is removed

area of DeWnee County or financially assist in the construction of a sewer line or a sewer project by the Authority and/or CITY. In the event that the COUNTY decides to finance a sewer line in the unincorporated areas of the COUNTY, the Authority and/or CITY agree to own, operate and maintain said sewer line after the construction of the line. The COUNTY agrees that construction of said lines shall be in accordance with all Authority and/or city specifications and the Authority and/or the CITY agrees to inspect the construction to insure compliance with its specifications. Any contract between the County and the Authority and/or City shall include special provisions relating to billings of the Authority and/or City to the ultimate user which may include recovery of costs of constructing the system, impact fees, and/or other user fees on a case by case basis.

Section 5.02

In the event the COUNTY seeks to be reimbursed for its financial contribution to a sewer line or sewer project, the Authority and/or the CITY agrees to add a reimbursement fee (the amount to be determined by the CITY and the COUNTY on a case by case basis) to the monthly bills of the Authority's and/or CITY's customers who benefit from the sewer line or sewer project.

This is a new section

Section 5.03

The rates currently paid by the customers of sewer in the above cities of Seneca, Walhalla, and Westminster include debt service on bonded indebtedness for improvements made to the Concross Wastewater Plant and sewer system in 1996 in the sum of \$8,200,000. The improvements were made primarily to increase industrial capacity of the wastewater treatment facility. The payment on the indebtedness is \$609,947 annually. The cities collect from their customers and pay to the Authority the

This section has been changed per changes requested by City of Seneca - the essence is the same as the original SWAB upgrade

- See original SWAB section 5.03

necessary revenue to pay the bonded indebtedness. The Authority has assumed financial responsibility for this bonded indebtedness.

For and in consideration of the agreement by Seneca, Walhalla, and Westminster to provide sewer services in the unincorporated areas of Oconee County and in consideration of their providing funds for the improvement of the wastewater plant for industrial capacity, the County agrees that it will assume the annual payments. The Cities and Authority agree that the amount paid toward the bond indebtedness will only be used by the Authority for capital upgrades and expansion of wastewater treatment facilities and sewer conveyance systems.

ARTICLE VI

Section 6.01

In the event that any part of this Agreement shall be held invalid or unenforceable by any Court or Tribunal, the remaining portions of this Agreement shall continue to be binding between the parties.

Section 6.02

FORCE MAJEURE notwithstanding any provisions to the contrary, neither party shall be in default under this Agreement and such party's performance of such obligation or obligations (except as to payment of all required monetary sums) shall be excused and extended if and to the extent that any failure or delay in such party's performance of one or more of its obligations under this Agreement is caused by any of the following conditions if delay is beyond the reasonable control of such party: act of God; fire; explosion; flood; vandalism; war; military authority; or civil disorder; strikes or other labor disputes; any code, law, regulations, order, rule, regulation, direction, action, or

request of any local, state, or federal government entity or court, national emergencies, insurrections, or riots, or any other condition or circumstance beyond reasonable control of the subject party which materially impedes such party's performance. The party claiming relief under this Article shall notify the other in writing of the existence of the event relied on and the cessation or termination of said event, and the party claiming relief shall exercise reasonable efforts to minimize the time of any such delay.

Section 6.03

This Agreement represents the entire and integrated Agreement between the parties and incorporates and supersedes all prior negotiations and representations made during negotiations of the Sewer and Water Action Group, either written or oral that have been conducted or made during the negotiation process of this Agreement. This Agreement may be amended only by written instrument signed by the parties and may not be assigned without prior written consent of the parties. The Agreement shall inure to the benefit of the parties and their successors-in-interest.

*There are
a couple
of minor
changes
here -
No
Exhibits
A + B*

Section 6.04

The parties understand and agree that the Cities of Salem and Pioneer Water District may all be signing separate Agreements with the COUNTY and AUTHORITY, but the parties understand and agree that the above named Cities are binding themselves to themselves to the COUNTY and AUTHORITY by executing their Agreement. This Agreement shall supersede the existing Intergovernmental Agreement between the COUNTY, COONEE COUNTY SEWER COMMISSION and CITIES. If there is a conflict between a specific provision in a pre-existing contract and a specific provision in this Agreement, this Agreement shall apply. The parties agree that Federal and State

laws and regulations shall apply to the parties. The parties agree that County and City laws, regulations, rules and ordinances not in conflict with this Agreement shall apply to the parties.

Section 6.05

This Agreement shall be in force and effect until March 31, 2042.

Agreement is extended from

IN WITNESS WHEREOF, we have hereunto set our hands and seals this

March 31, 2018

_____ day of _____, 2008.

WITNESS:

OCONEE COUNTY, a body politic

BY:

CITY OF SENECA

BY:

CITY OF WESTMINSTER

BY:

CITY OF WALHALLA

BY:

CITY OF WEST UNION

BY:

OCONEE COUNTY SEWER
AUTHORITY

BY:

CITY

COPY

STATE OF SOUTH CAROLINA)
COUNTY OF OCONEE }

SWAG

REVISED INTERGOVERNMENTAL AGREEMENT

THIS REVISED INTERGOVERNMENTAL AGREEMENT made and entered into this ____ day of June, 2008, by and between OCONEE COUNTY, South Carolina, hereinafter called "the COUNTY", and the CITIES of SENECA, WESTMINSTER, WALHALLA, TOWN OF WEST UNION, hereinafter called "the CITY", and the OCONEE COUNTY JOINT REGIONAL SEWER AUTHORITY "the AUTHORITY"

change date

Commission changed to Authority

ARTICLE I

The governing body of each of these entities has found this Agreement to be in the best interest of the public and each has approved this Agreement and authorized its execution by the undersigned officers. The prior Intergovernmental Agreement entered into on February 28, 2005, is hereby rescinded.

rescinds SWAG

NOW THEREFORE, for and in consideration of the terms and conditions herein, the parties do hereby agree as follows:

FACTUAL BACKGROUND

Section 1.01

(1) The CITY is a municipal corporation duly chartered by the State of South Carolina and pursuant to applicable constitutional and statutory provisions relative thereto. The CITY has heretofore established and now operates a municipal water and sewer system, which generally serves the entire area of the CITY and populated areas immediately adjacent to its corporate limits.

(2) The COUNTY is a body corporate and politic which is governed by a County Council and which, by virtue of Section 16 of Article VIII of the Constitution of the State of South Carolina, as well as other enabling legislation, is fully empowered to enter into this Intergovernmental Agreement.

(3) The AUTHORITY was created pursuant to Chapter 25, Title 6, S.C. Code of Laws as Amended by Act No. 59 South Carolina Acts and Joint Resolutions effective June 6, 2007, and currently organized to collect, transport and treat wastewater.

changes to Authority

CITY SWAG

(4) As a means of setting forth the matters of essential inducement which have resulted in the making of this Intergovernmental Agreement, the parties hereto agree that the pertinent facts with respect thereto are set forth in the remaining sections of this Article.

(5) The COUNTY, AUTHORITY and CITY agree that it is in the best interest of both the COUNTY and the CITY for there to be controlled industrial and residential growth in the unincorporated areas of Oconee County and agree that water and sewer infrastructure is necessary.

adds Authority

(6) The COUNTY, AUTHORITY and CITY agree that nothing in this Intergovernmental Agreement shall be construed as an impediment to annexation by the CITY. The COUNTY agrees not to oppose any lawful Petition for annexation received by the CITY. The parties agree that the CITY may make connection to the city water system contingent upon annexation notwithstanding the provisions of Section 4.03 herein.

adds Authority

(7) The COUNTY, AUTHORITY and CITY agree that the intent of the Agreement is:

adds Authority

(a) To facilitate the working together of the COUNTY, the AUTHORITY and the CITIES for their mutual benefit and progress through the expansion of sewer systems and water systems.

adds Authority

(b) To protect the CITIES from the costs related from system expansions outside of municipal limits, unless the CITIES decide to expand their systems outside of their municipal limits.

?

(c) To assure fair treatment for entities wishing to connect to the water and sewer system and receive water and sewer service.

(d) To state that the COUNTY, AUTHORITY and CITY understand that a different rate structure should apply for water and/or sewer service outside of a CITY's municipal limits and that CITIES and AUTHORITY should receive a return for providing water and/or sewer service, and that this return is essential for maintaining the current system and for expansion of the system.

changes Commission to Authority

(e) NOTHING IN THIS AGREEMENT SHALL BE CONSTRUED AS ALTERING OR CHANGING ANY AGREEMENTS BETWEEN THE SIGNATORIES OF THIS AGREEMENT CONCERNING WATER AND/OR SEWER TERRITORIES

ARTICLE II DEFINITIONS

Section 2.01

In this Intergovernmental Agreement, unless a different meaning appears from the context:

(1) AGREEMENT shall mean this document, duly executed by the parties, and all amendments hereinafter made.

(2) ARTICLES, SECTIONS and PARAGRAPHS mentioned by number are the respective Articles, Sections and Paragraphs so numbered.

(3) CITY shall mean the Cities of Seneca, Walhalla, Westminster and the Town of West Union, as identified in Section 1.01 (1).

(4) COLLECTION SYSTEM are those whose primary function is the collection of sewage from multiple and individual users in pipes eight (8") inches in diameter or larger with a manhole. Collection systems would normally include areas such as subdivisions, or streets where numbers of users exist, and from where sewage must be collected.

(5) AUTHORITY shall mean the Oconee Joint Regional Sewer Authority ("OJRSA").

(6) COUNTY shall mean Oconee County.

(7) DHEC shall mean South Carolina Department of Health and Environmental Control.

(8) EPA shall mean the Environmental Protection Agency, an agency of the United States Government.

(9) FORCE MAINS shall mean the discharge pipes from sewer pump stations that transport sewer under pressure, as contrasted to gravity lines which transport sewer by the natural fall of water in a downhill direction.

(10) PARTY OR PARTIES shall mean the signatories to this Intergovernmental Agreement and their successors and assigns.

(11) PIONEER shall mean Pioneer Rural Water District.

(12) PUBLICLY OWNED TREATMENT WORKS or POTW shall mean any devices or systems used in the collection, storage, treatment, recycling and reclamation of

should define "OJRSA"

sewage or industrial wastes of a liquid nature and any conveyances which convey wastewater to a municipal or regional treatment plant.

(13) SERVICE CONNECTION shall mean a connection from an individual sewer user to a sewer main. Service connections are primarily mechanical connections of a smaller diameter sewer lateral to the larger diameter sewer main, as compared to connecting the lateral to a manhole.

(14) SEWAGE TREATMENT PLANT shall mean any arrangement of devices and structures used for treating sewage.

(15) SEWER MAIN shall mean an eight (8") inch or larger diameter pipe to which service lines may be connected, or through which collected sewage may be transported.

(16) SINGLE SERVICE LINE shall mean a single line that serves only one customer that is owned by the individual customer and whose line is less than eight (8") inches in diameter.

(17) TRANSPORTATION FACILITIES shall mean those facilities whose primary function is the pumping or moving of sewage from the collection system to the treatment plant. This does not mean that there are not individual users added anywhere on the transportation system, only that the primary function is the transport or movement of sewage, not collection.

(18) TRUNKLINES shall mean the (usually) larger diameter gravity sewer pipes used for transportation of sewage. Collection systems would normally discharge into trunklines or into pump stations that would discharge into trunklines.

(19) DEFINITION OF FEES:

One Time Fees

(a) "Connection Fee" or "Tap Fee" is a fee charged to the user for physically connecting to the sewer system. This fee shall be set by the AUTHORITY or the CITY (depending on the entity that owns the sewer main to which the connection is being made). The CITY's Connection Fee or Tap Fee shall be uniform for all similar customers.

(b) "Treatment Impact Fee" is a fee charged for the user's allocation of treatment capacity in the treatment plant. This fee shall be based on a uniform formula

*changes
this
definition to
anything the
City or Authority
wants - no
requirement of
Authority's
fee to be
uniform*

throughout the AUTHORITY and CITY system. This fee shall be set by the AUTHORITY in accordance with the Applicable Regulation and DHEC contributory guidelines.

*Commission
to
Authority*

(c) "Municipal Collection System User/Impact Fee" is a fee charged for the user's allocation of transportation capacity in the existing Municipal collection system. This fee shall be set by the CITY in accordance with DHEC contributory guidelines.

(d) "Geonee Joint Regional Sewer Authority Collection System Impact Fee" is a fee charged for the user's allocation of capacity in the AUTHORITY collection system. This fee shall be set by the AUTHORITY in accordance with DHEC contributory guidelines.

*Commission
to
Authority*

(e) "Transportation and Trunkline (T&T) Impact Fee" is a fee charged for the impact upon the transportation and trunkline facilities in accordance with the appropriate regulation.

*This is a
New Fee*

Monthly Fees

The user will be charged a monthly fee by the CITY or the AUTHORITY depending upon the line to which the user connects. The CITY and/or the AUTHORITY shall set monthly fees based upon zones in which the user exists. The following list are factors the CITY and/or AUTHORITY will consider in setting monthly fees:

*Commission
to
Authority*

(a) "Billing Fee" is an administrative cost associated with billing by the CITY.

(b) "Depreciation" is the cost of the declining value and need for future replacement or refurbishment of the facilities, based on the expected life of the facilities. Depreciation shall be based on the actual cost of the new system and shall be funded in accordance with standard accounting practices. Collection systems shall be depreciated over fifty years and Trunklines, Force Mains, and Pump Stations shall be depreciated over twenty (20) years or as shall be determined based on standard depreciation schedules for wastewater treatment facilities.

(c) "Collector lines operation and maintenance (O&M)" is the cost of personnel, repairs, chemicals, utilities and other costs associated with the running and

upkeep of equipment or facilities associated with the collection system to which the user is connected. (This is the O&M for the system expansion itself.)

(d) "Pumping charge" is the cost of the O&M on the pumps used by the CITIES to transport the sewage to the AUTHORITY system.

*Call 55:01
to
Authority*

(e) "Reimbursement fee" is a portion of the project cost that would be collected and returned to the COUNTY (could be part one-time fee and part monthly flow-based fee and interest).

(f) "Transportation fee" is the cost of transporting the sewage through the CITY system and includes *LI* charges. This represents the cost of transporting sewage from a system or project through a CITY system. This does not include pumping charge.

(g) "Treatment fee" is a fee charged for the cost of the treatment of the sewage by the AUTHORITY. This fee shall be set by the AUTHORITY.

AGREEMENT

The COUNTY, AUTHORITY and CITY mutually agree, each with the other, as follows:

ARTICLE III

AGREEMENT CONCERNING SEWER

This Article shall only apply to sewer issues.

Section 3.01

It is contemplated that Ocean County may wish to finance or assist in the financing of sewer facilities to be owned and operated by the AUTHORITY and/or the CITY within a municipality or outside any municipality. In the event that the COUNTY decides to finance a sewer line in the unincorporated areas of the COUNTY, the AUTHORITY and/or CITY agree to own, operate and maintain said sewer line after the construction of the line. The COUNTY agrees that construction of said lines shall be in accordance with all AUTHORITY and/or CITY specifications and the AUTHORITY and/or the CITY agrees to inspect the construction ^{to} ~~to~~ insure compliance with its specifications. Any contract between the COUNTY and the AUTHORITY and/or CITY shall include special provisions relating to billings of the AUTHORITY and/or CITY to the ultimate user which may include recovery of costs of constructing the system, impact fees, and/or other user fees on a case by case basis.

*This is
part of
the new
5.01 of
the ~~new~~ new
SWAB*

Section 3.02

(1) In the event the COUNTY seeks to be reimbursed for its financial contribution to a sewer line or sewer project, the AUTHORITY and/or the CITY agrees to add a reimbursement fee (the amount to be determined by the CITY and the COUNTY on a case by case basis) to the monthly bills of the AUTHORITY's and/or CITY's customers who benefit from the sewer line or sewer project.

This is 5.02 of New SWAB

(2) In no event shall the cities of Seneca, Walhalla, Westminster, and the Town of West Union be charged for any cost associated with any sewer project in the unincorporated area(s) of the COUNTY unless they agree to pay to do so.

This is new and a horrible idea

Section 3.03

(1) The rates currently paid by the customers of sewer in the above cities of Seneca, Walhalla, and Westminster include debt service on bonded indebtedness for improvements made to the Congaree Wastewater Plant and sewer system in 1996 in the sum of \$8,200,000. The improvements were made primarily to increase industrial capacity of the wastewater treatment facility. The payment on the indebtedness is \$609,947 annually. The CITIES collect from their customers and pay to the AUTHORITY the necessary revenues to pay the bonded indebtedness. The AUTHORITY has assumed financial responsibility for this bonded indebtedness.

This is part of 5.03

(2) For and in consideration of the agreement by Seneca, Walhalla, and Westminster to provide sewer services in the unincorporated areas of Oconee County and in consideration of their having provided funds for the improvement of the wastewater plant for industrial capacity, the COUNTY agrees to pay to Seneca, Walhalla, and Westminster the sum of \$609,947 annually until December 31, 2018, the payment to each city to be determined on a year to year basis.

This has been rewritten to require 2 extra years of

Section 3.04

If an entity outside a municipality requests sewer service pursuant to this Agreement, it is agreed that the public entity providing water is an unincorporated area of the COUNTY where the service is to be provided shall have the first right to construct, own and operate sewer lines in that area. If two or more parties to this Agreement decide to construct, own and operate said sewer line, the AUTHORITY shall decide which entity shall be entitled to said line and the AUTHORITY's decision shall be final. In the event

payments - Also there is no obligation on the part of the cities or Authority to use this money only for capital upgrade and expansion of system

~~This also includes part of~~
[Signature]

This was part of 3.02 but has been rewritten - it is confusing

that said entity where the service is to be provide declines to construct, own and operate said sewer line, the AUTHORITY may construct, own and operate a sewer collection and transportation system in the unincorporated areas of Oconee County, provided the AUTHORITY may contract with CITY to own and operate the system providing sewer service areas of the COUNTY. Nothing in this section or in this Agreement shall be construed as creating an obligation on the CITY, and/or AUTHORITY to construct a sewer line. CITY SHALL BE DEFINED AS THE INDIVIDUAL CITIES OF SENECA, WESTMINSTER, WALHALLA AND/OR THE TOWN OF WEST UNION.

This is more confusing than the original!

Section 3.05

(1) In the event that the cities of Seneca, Westminster, Walhalla and the Town of West Union wish to accept sewer lines owned and operated by the AUTHORITY, the respective city or town shall have the right to accept said lines based on the following if the AUTHORITY agrees to allow the CITY to accept said lines.

This is 3.03 of Old SWAG + New SWAG

(2) In the event that the COUNTY or the AUTHORITY is receiving a Reimbursement Fee as defined herein, the CITY shall collect said fees from the users of the system and remit the fee to the COUNTY or AUTHORITY until such time as Reimbursement has been paid in full.

(3) The CITY may pay to the COUNTY or AUTHORITY the COUNTY's or AUTHORITY's actual cost for the system minus any amount the COUNTY or AUTHORITY has been reimbursed for the cost of the system.

(4) If the COUNTY or AUTHORITY has not expended funds for the system (ie, the system was paid for by grant money or the owner/developer), the CITY may accept the system at no cost to the CITY.

(5) The COUNTY and/or AUTHORITY may agree to allow the respective city or town to accept the system at no cost even if the COUNTY and/or AUTHORITY has paid for the construction of the system.

Section 3.06

In the event that the Authority has a customer on City water outside a city or town that connects to the Authority sewer system, the respective city or town agrees to bill said customer for sewer services at a rate to be determined by the Authority. The respective city or town shall be entitled to receive an administrative fee for providing the billing.

This is 3.04 of Old + New SWAG

service. This fee shall be negotiated between the respective city or town and the Authority.

Section 3.07

The respective city or town agrees to allow the AUTHORITY to connect its sewer lines to CITY sewer lines for transportation to a wastewater treatment plant operated by the AUTHORITY.

*This is
3.05 of
old + new
SWAB*

Section 3.08

The COUNTY, the cities of Seneca, Westminster, Walthalla and the Town of West Union and the AUTHORITY agree that any entity (person, business, corporation, partnership, etc.) who requests to connect to an existing municipal or AUTHORITY sewer line outside of the municipal city limits shall have the right to connect to the AUTHORITY or CITY system IF said entity satisfies the requirements set forth below:

*This is
3.06
of
old + new
SWAB*

(a) Entities requesting to connect to the AUTHORITY or municipal line must have a feasibility study done by an engineer licensed in the State of South Carolina to determine the probable cost of the system, the impact on down stream facilities, and a basic design of the system sufficient to handle the entity's needs, including any desired future flow increases based on growth. The study shall be presented to the AUTHORITY and the municipality (where applicable). A feasibility study shall not be required if the new line is a single residential service line and the maximum sewage output will be less than 400 gallons per day. The necessity of having a feasibility study may be waived by mutual consent of the AUTHORITY and municipality (where applicable). The municipality's consent to waive a feasibility study will be necessary when any sewage from the prospective entity will flow through a line owned by the municipality. In the event that a dispute arises between the entity requesting connection to a sewer system and the AUTHORITY, and/or municipality (where applicable), the dispute shall be resolved in accordance with the provisions set forth in Section 3.09, below.

(b) Entities requesting to connect to an AUTHORITY or municipality line must have the new system designed by an engineer licensed in the State of South Carolina. The design shall be presented to the AUTHORITY, and the municipality (where applicable) for approval. The design shall meet Federal, State and local requirements and specifications. The design may be disapproved by the AUTHORITY,

and municipality (where applicable) if the design does not meet Federal, State and local requirements and specifications. In the event that a dispute arises between the entity requesting connection to a sewer system and the COUNTY AUTHORITY, and/or municipality (where applicable), the dispute shall be resolved in accordance with the provisions set forth in Section 3.09 below.

County should be out

? (c) Entities requesting to connect to existing sewer facilities shall be responsible for (1) All costs associated with the construction of the new system, and (2) All costs of connecting to the existing system. These costs shall include any upgrades necessary to accommodate the increased flow in the existing system. In addition, the sewer customer shall pay a monthly fee to be determined by the municipality or AUTHORITY. The monthly fee shall include fees for operation, maintenance, depreciation, treatment, debt service and transportation.

(d) Any entity requesting to connect to an existing sewer system pursuant to this agreement shall be required to obtain all necessary rights of way for the new system.

(e) Any entity requesting to connect to the AUTHORITY or municipality sewer system shall construct the new system in accordance with the sewer specifications of the AUTHORITY or municipality that will own and operate the sewer system to which the entity intends to connect. These specifications may be changed, from time to time, by mutual agreement of the AUTHORITY and municipality. The AUTHORITY and municipality (where applicable) shall have the right to inspect and test the new system throughout the construction phase of the project. The AUTHORITY and municipality may deny connection to the system if the new construction is not built to the specifications set forth in this section. The AUTHORITY or municipality shall maintain uniform specifications throughout the AUTHORITY or municipal system.

(f) Notwithstanding any other section in this Intergovernmental Agreement and any rights this Agreement may give to entities as defined herein, connection to the AUTHORITY or municipal system may be denied for any reason with the mutual consent of West Union, COUNTY, AUTHORITY and the undersigned CITY, if applicable.

Section 3.09

(1) In the event that a dispute arises under Section 3.08 of this Agreement, any party to the dispute may adjudicate the dispute in accordance with the following provisions. This dispute resolution process only applies to Section 3.08 of this Agreement. THE HEARING BOARD AS SET FORTH IN SUB-SECTION (4) BELOW SHALL NOT HAVE THE JURISDICTION TO REQUIRE A MUNICIPALITY OR AUTHORITY TO CHANGE ITS STANDARD SPECIFICATIONS AND/OR REQUIREMENTS.

(2) Either party to dispute may request a hearing on the disputed issue before the Executive Director of the AUTHORITY. The Executive Director shall meet with the parties in an attempt to resolve the conflict within ten (10) business days. If the parties are unable to resolve the conflict, the Executive Director shall conduct a hearing within five (5) business days and shall issue a written decision on the issue in dispute.

(3) Either party may appeal the Executive Director's decision to the AUTHORITY within ten (10) business days of said decision. The AUTHORITY shall hear the appeal within ten (10) business days. Any member of the AUTHORITY who is employed by a party to the dispute shall not participate with the AUTHORITY on the appeal. The AUTHORITY shall render a written decision within ten (10) business days of the hearing date.

(4) Either party may appeal the AUTHORITY's decision to the Hearing Board within ten (10) business days. The Hearing Board shall consist of three people. Each party to the dispute shall select one member of the Hearing Board and the two members of the Hearing Board selected by the parties shall select the third member of the Hearing Board. If the two members of the Hearing Board cannot agree on the third member, the third member shall be selected by a Circuit Judge serving Orange County upon informal pleadings. Each party shall submit a list of three persons to the Court. The Judge may select a person whose name appears on both lists. If there is no common name, the Judge may require that each party submit one additional list of three names. If a common name does not appear on the list the Judge shall select a person he deems to be qualified in public utility issues. The decision of the Hearing Board shall be final and binding on the

This is
3.09
of old
+ new
SWAG

parties to the dispute. The Hearing Board may assess costs, including attorney's fees, against the non-prevailing party to the dispute.

ARTICLE IV

AGREEMENT CONCERNING WATER

This Article shall only apply to water issues.

Section 4.01

THE COUNTY AGREES THAT IT WILL NOT COMPETE WITH THE CITIES OF SALEM, SENECA, WALHALLA, WESTMINSTER, AND THE TOWN OF WEST UNION IN THE SALE OF WATER. The parties agree that there will be times that the COUNTY may wish to construct water lines in the unincorporated area of Oconee County or financially assist in the construction of a water line or a water project by the CITY. In the event that the COUNTY decides to construct a water line in the unincorporated areas of the COUNTY and the supply of that water will come from a city water line, the CITY agrees to own, operate and maintain said water line after the construction of the line. The COUNTY agrees to construct said lines in accordance with all city specifications and the CITY agrees to inspect the construction to insure compliance with its specifications.

Section 4.02

In the event the COUNTY seeks to be reimbursed for its financial contribution to a waterline or water project, the CITY agrees to add a reimbursement fee (the amount to be determined by the CITY and the COUNTY on a case by case basis) to the monthly water bills of the CITY's customers who benefit from the water line or water project.

Section 4.03

The COUNTY and the CITY agree that any entity (person, business, corporation, partnership, etc.) who requests to connect to an existing CITY water line outside of the municipal city limits shall have the right to connect to said water system IF said entity satisfies the requirements set forth below:

(a) Entities requesting to connect to a CITY line must have a feasibility study done by an engineer licensed in the State of South Carolina to determine the probable cost of the system, the impact on existing facilities, and a basic design of the

system sufficient to handle the entities needs, including any desired future flow increases based on growth. The study shall be presented to the CITY.

(b) Entities requesting to connect to a CITY line must have a new system designed by an engineer licensed in the State of South Carolina. This design shall be presented to the CITY for approval. The design shall meet Federal, State and City requirements and specifications. The design may be disapproved by the CITY if the design does not meet Federal, State, and City requirements and specifications.

(c) Entities requesting to connect to existing water facilities shall be responsible for (1) All costs associated with the construction of the new system; and (2) All costs of connecting to the existing system. These costs shall include any upgrades necessary to accommodate increased flow in the existing system.

(d) Any entity requesting to connect to an existing water system pursuant to this agreement shall be required to obtain all necessary rights-of-way for the new system.

(e) Any entity requesting to connect to the CITY water system shall construct the new system in accordance with the water specifications of the CITY that will own and operate the water system to which the entity intends to connect. The CITY shall have the right to inspect and test the new system throughout the construction phase of the project. The CITY may deny connection through the system if the new construction is not built to the specifications required by the CITY. The CITY shall maintain uniform specifications throughout its water system.

(f) Notwithstanding any other section in this Intergovernmental Agreement and any rights that this Agreement may give to entities as defined herein, connection to the CITY system may be denied for any reason with the mutual consent of the COUNTY and CITY.

ARTICLE V

This is Article VI in old + new SWAG

Section 5.01

In the event that any part of this Agreement shall be held invalid or unenforceable by any Court or Tribunal, the remaining portions of this Agreement shall continue to be binding between the parties.

Section 5.02

~~FORCE MAJEURE notwithstanding any provisions to the contrary, neither party shall be in default under this Agreement and such party's performance of such obligation or obligations (except as to payment of all required monetary sums) shall be excused and extended if and to the extent that any failure or delay in such party's performance of one or more of its obligations under this Agreement is caused by any of the following conditions if delay is beyond the reasonable control of such party: act of God; fire; explosion; flood; vandalism; war, military authority, or civil disorder; strikes or other labor disputes; any code, law, regulations, order, rule, regulation, direction, action, or request of any local, state, or federal government entity or court, national emergencies, insurrections, or riots; or any other condition or circumstance beyond reasonable control of the subject party which materially impedes such party's performance. The party claiming relief under this Article shall notify the other in writing of the existence of the event relied on and the cessation or termination of said event, and the party claiming relief shall exercise reasonable efforts to minimize the time of any such delay.~~

Section 5.03

~~This Agreement represents the entire and integrated Agreement between the parties and incorporates and supersedes all prior negotiations and representations made during negotiations of the Sewer and Water Action Group, either written or oral that have been conducted or made during the negotiation process of this Agreement. This Agreement may be amended only by written instrument signed by the parties and may not be assigned without prior written consent of the parties. The Agreement shall inure to the benefit of the parties and their successors-in-interest.~~

SAMS
43
6.03
of
New SWAG

Section 5.04

~~The parties understand and agree that the City of Salem and Pioneer Water District shall all be signing separate Agreements with the COUNTY and AUTHORITY, but the parties understand and agree that the above named CITIES and Pioneer Water District are binding themselves to themselves, to the COUNTY and AUTHORITY by executing their Agreement. This Agreement shall supersede the existing Intergovernmental Agreement between the COUNTY, AUTHORITY and CITY. If there is a conflict between a specific provision in a pre-existing contract and a specific provision in this Agreement, this~~

Agreement shall apply, except that the CITIES of Sedona, Wathatta, and Westminster executed an Agreement, dated October 2, 2007, creating the AUTHORITY. In the event of a conflict between this Agreement and the Agreement creating the AUTHORITY, the Agreement creating the AUTHORITY shall prevail. The parties agree that Federal and State laws and regulations shall apply to the parties. The parties agree that COUNTY and CITY laws, regulations, rules and ordinances not in conflict with this Agreement shall apply to the parties.

Section 5.05

This Agreement shall be in force and effect until March 31, 2012.

- extends agreement from March 31, 2012

Section 5.06

This Agreement may be executed as counterparts, when combined shall constitute the whole Agreement.

(signatures on the next 6 pages)

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 16th day of ~~June~~ July, 2008.

In the presence of:

[Signature]
[Signature]

CITY OF WESTMINSTER

BY: [Signature]
Derek Hodgin, Mayor

ATTEST: [Signature]
Jennifer Adams, City Clerk

STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
ACKNOWLEDGMENT

I, Karen Blotz, a Notary Public for the State of SC, do hereby certify that DEREK HODGIN AS MAYOR AND JENNIFER ADAMS AS CITY CLERK FOR CITY OF WESTMINSTER personally appeared before me this date and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this 16th day of June, 2008.

[Signature] (SEAL)
Notary Public of SC
My Commission expires May 4, 2016

City of
Westminster's
Copy

COPY

STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
CITY OF SENECA
CITY OF WALHALLA
CITY OF WESTMINSTER
JOINT RESOLUTION APPROVING
REVISED INTERGOVERNMENTAL AGREEMENT (SWAG)

PREAMBLE

Representatives of the Cities of Seneca, Walhalla, Westminster, and the Town of West Union and Oconee County met and negotiated an Intergovernmental Agreement ("SWAG") which was executed by all parties on February 28, 2005. The Agreement contains provisions deemed to be vital to the Cities of Seneca, Walhalla, and Westminster.

Subsequently the Cities of Seneca, Walhalla and Westminster ("Cities") entered into an Agreement dated October 8, 2007, ("Genesis Agreement") to create the Oconee Joint Regional Sewer Authority ("Authority") by which the County will transfer all sewer Assets to the Authority, and the Authority, a body politic, will operate the Sewer System as is described and defined in the Agreement.

The Agreement provided that the February 28, 2005, SWAG Agreement was incorporated therein, however, the County refused to execute the Genesis Agreement, therefore it is necessary for the cities of Seneca, Walhalla, and Westminster to enter into a new Revised SWAG Agreement. The Cities of Seneca, Walhalla, and Westminster have directed their representative that only when the Revised SWAG Agreement is executed by the Cities and Oconee County can the Authority be made operational.

The Revised SWAG Agreement includes virtually all the provisions of the February 28, 2005, Agreement and includes provisions whereby Oconee County can contract with the Authority to provide sewer services in areas and to entities not now served. There are minor changes in the Revised SWAG Agreement: a provision relating to a transportation-trunkline impact fee has been added and the method of selecting an arbiter in the event of a dispute is revised.

WHEREFORE the Cities of Seneca, Walhalla and Westminster by this Joint Resolution have approved the Revised SWAG Agreement, and authorize the operation of the Authority when it is executed by all Cities and Oconee County.

When this resolution is adopted by the Cities and the intergovernmental agreement is executed by the cities of Seneca, Walhalla, and Westminster, this Resolution and the Revised Intergovernmental Agreement will be delivered to the Oconee County Council for execution by Oconee County.


This Joint Resolution may be executed in counterparts and, when combined, shall constitute the complete Resolution.

RESOLVED


RESOLVED:

THE MAYOR AND CITY COUNCIL OF THE CITY OF WESTMINSTER, duly assembled on the 6th day of June, 2008, a quorum being present, approve the Revised Intergovernmental Agreement (SWAG), dated June , 2008.

Attest:


Jennifer Adams
City Clerk

CITY OF WESTMINSTER


Derek Hodgins
Mayor

Oconee County's
Copy

OLD SWAG

COUNTY OF OCONEE

NA

INTERGOVERNMENTAL
AGREEMENT

THIS INTERGOVERNMENTAL AGREEMENT made and entered into this 28 day of February, 2005, by and between OCONEE COUNTY, South Carolina, hereinafter called "the County", and the CITIES of SENECA, WESTMINSTER, WALHALLA AND TOWN OF WEST UNION, hereinafter called "the City", and the OCONEE COUNTY SEWER COMMISSION, hereinafter called "the Commission", and it is hereby contracted and agreed by and between the parties hereto as follows:

ARTICLE I

The governing body of each of these entities has found this Agreement to be in the best interest of the public and each has approved this Agreement and authorized its execution by the undersigned officers.

NOW THEREFORE, for and in consideration of the terms and conditions herein, the parties do hereby agree as follows:

FACTUAL BACKGROUND

Section 1.01

1) The CITY is a municipal corporation duly chartered by the State of South Carolina and pursuant to applicable constitutional and statutory provisions relative thereto. The CITY has heretofore established and now operates a municipal water and sewer system, which generally serves the entire area of the CITY and populated areas immediately adjacent to its corporate limits.

2) The COUNTY is a body corporate and politic which is governed by a County Council and which, by virtue of Section 16 of Article VIII of the Constitution of the State of South Carolina, as well as other enabling legislation, is fully empowered to enter into this Intergovernmental Agreement.

3) The COMMISSION is a Commission created by S.C. Legislative Act in 1971 and

OLD
SWAG

currently organized pursuant to Oconee County Ordinance 78-2 whose primary function is to transport and treat wastewater and to collect wastewater in accordance with this Agreement.

4) As a means of setting forth the matters of essential inducement which have resulted in the making of this Intergovernmental Agreement, the parties hereto agree that the pertinent facts with respect therein are set forth in the remaining sections of this Article.

5) The County and the City agree that it is in the best interest of both the County and the City for there to be controlled industrial and residential growth in the unincorporated areas of Oconee County. The County and the City agree that in order for there to be controlled industrial and residential growth in the unincorporated areas of Oconee County that water and sewer infrastructure will be necessary.

6) The County and City agree that nothing in this Intergovernmental Agreement shall be construed as an impediment to annexation by the City. The County agrees not to oppose any Petition for annexation received by the City. The parties agree that the City may make connection to the city water system contingent upon annexation notwithstanding the provisions of Section 4.03 herein.

7) The County and City agree that the intent of the Agreement is:

(a) To facilitate the working together of the County and the Cities for their mutual benefit and progress through the expansion of sewer systems and water systems.

(b) To protect the Cities from the costs related from system expansions outside of municipal limits, unless the cities decide to expand their systems outside of their municipal limits.

(c) To assure fair treatment for entities wishing to connect to the water and sewer system and receive water and sewer service.

(d) To state that the County Commission and City understand that a different rate structure should apply for water and/or sewer service outside of a City's municipal limits and that Cities and Commission should receive a return for providing water and/or

sewer service, and that this return is essential for maintaining the current system and for expansion of the system.

(e) NOTHING IN THIS AGREEMENT SHALL BE CONSTRUED AS ALTERING OR CHANGING ANY AGREEMENTS BETWEEN THE SIGNATORIES OF THIS AGREEMENT CONCERNING WATER AND/OR SEWER TERRITORIES.

ARTICLE II DEFINITIONS

Section 2.01

In this Intergovernmental Agreement, unless a different meaning appears from the context:

- 1) AGREEMENT shall mean this document, duly executed by the parties, and all amendments hereinafter made.
- 2) ARTICLES, SECTIONS and PARAGRAPHS mentioned by number are the respective Articles, Sections and Paragraphs so numbered.
- 3) CITY shall mean the Cities of Seneca, Walhalla, Westminster and Town of West Union, as identified in Section 1.01 (1).
- 4) COLLECTION SYSTEM are those whose primary function is the collection of sewage from multiple and individual users in pipes eight (8") inches in diameter or larger with a manhole. Collection systems would normally include areas such as subdivisions, industries or streets where numbers of users exist, and from where sewage must be collected.
- 5) COMMISSION shall mean the Geesee County Sewer Commission.
- 6) COUNTY shall mean Geesee County.
- 7) DHEC shall mean South Carolina Department of Health and Environmental Control.
- 8) EPA shall mean the Environmental Protection Agency, an agency of the United States Government.
- 9) FORCE MAINS shall mean the discharge pipes from sewer pump stations that transport sewer under pressure, as contrasted to gravity lines which transport sewer by

the natural fall of water in a downhill direction.

10) MEMORANDUM OF UNDERSTANDING shall mean the Memoranda of Understanding signed by the County and Commission and attached hereto as Exhibit "A" and "B" as if fully and incorporated herein.

11) OCSC shall mean the Oconee County Sewer Commission.

12) PARTY OR PARTIES shall mean the signatories to this Intergovernmental Agreement and their successors and assigns.

13) PIONEER shall mean Pioneer Rural Water District.

14) PUBLICLY OWNED TREATMENT WORKS or POTW shall mean any devices or systems used in the collection, storage, treatment, recycling and reclamation of sewage or industrial wastes of a liquid nature and any conveyances which convey wastewater to a treatment plant.

15) SERVICE CONNECTION shall mean a connection from an individual sewer user to a sewer main. Service connections are primarily mechanical connections of a smaller diameter sewer lateral to the larger diameter sewer main, as compared to connecting the lateral to a manhole.

16) SEWAGE TREATMENT PLANT shall mean any arrangement of devices and structures used for treating sewage.

17) SEWER MAIN shall mean an eight (8") inch or larger diameter pipe to which service lines may be connected, or through which collected sewage may be transported.

18) SINGLE SERVICE LINE shall mean a single line that serves only one customer that is owned by the individual customer and whose line is less than eight (8") inches in diameter.

19) TRANSPORTATION FACILITIES shall mean those facilities whose primary function is the pumping or moving of sewage from the collection system to the treatment plant. This does not mean that there are not individual users added anywhere on the transportation system, only that the primary function is the transport, or movement of sewage, not collection.

20) TRUNK LINES shall mean the (usually) larger diameter gravity sewer pipes used for transportation of sewage. Collection systems would normally discharge into trunklines.

or into pump stations that would discharge into trunklines.

21) DEFINITION OF FEES:

One Time Fees

(a) "Connection Fee" or "Tap Fee" is a fee charged to the user for the cost of physically connecting to the sewer system. This fee shall be set by the OCSC or the City (depending on the entity that owns the sewer main to which the connection is being made) based on the actual cost to the utility for connecting to the sewer system. The City's Connection Fee or Tap Fee shall be uniform throughout the City's sewer system outside of the City's city limits.

(b) "Treatment Impact Fee" is a fee charged for the user's allocation of treatment capacity in the treatment plant. This fee shall be based on a uniform formula throughout the Commission and City system. This fee shall be set by the OCSC in accordance with Deonee County Ordinance 89-6 which references DHEC contributory guidelines.

(c) "Municipal Collection System User/Impact Fee" is a fee charged for the user's allocation of transportation capacity in the existing Municipal collection system. This fee shall be set by the City in accordance with DHEC contributory guidelines.

(d) "Deonee County Sewer Commission Collection System Impact Fee" is a fee charged for the user's allocation of capacity in the OCSC collection system. This fee shall be set by the OCSC in accordance with DHEC contributory guidelines.

Monthly Fees

The user will be charged a monthly fee by the City or the OCSC, depending upon the line to which the user connects. The City and/or the OCSC shall set monthly fees based upon zones in which the user exists. The following list are factors the City and/or OCSC will consider in setting monthly fees.

(a) "Billing Fee" is an administrative cost associated with billing by the City.

(b) "Depreciation" is the cost of the declining value and need for future replacement or reimbursement of the facilities, based on the expected life of the facilities. Depreciation shall be based on the actual cost of the new system and shall be funded as in accordance

with standard accounting practices. Collection systems shall be depreciated over fifty years and Trunklines, Force Mains, and Pump Stations shall be depreciated over twenty (20) years, or as shall be determined based on standard depreciation schedules for wastewater treatment facilities.

(c) "Collector lines operation and maintenance (O&M)" is the cost of personnel, repairs, chemicals, utilities and other costs associated with the running and upkeep of equipment or facilities associated with the collection system to which the user is connected. (This is the O&M for the system expansion itself.)

(d) "Pumping charge" is the cost of the O&M on the pumps used by the Cities to transport the sewage to the OCSC system.

(e) "Reimbursement fee" is a portion of the project cost that would be collected and returned to the County (could be part one-time fee and part monthly flow-based fee and interest).

(f) "Transportation fee" is the cost of transporting the sewage through the City system and includes lift charges. This represents the cost of transporting sewage from a system or project through a City system. This does not include pumping charge.

(g) "Treatment fee" is a fee charged for the cost of the treatment of the sewage by the OCSC. This fee shall be set by the OCSC.

AGREEMENT

The COUNTY, COMMISSION and CITY mutually agree, each with the other, as follows:

ARTICLE III

AGREEMENT CONCERNING SEWER

This Article shall only apply to sewer issues.

Section 3.01

The COUNTY, through the COMMISSION and/or the Commission, may construct, own and operate a sewer collection and transportation system in the unincorporated areas of Deonte County. The COUNTY and the COMMISSION agree that the cities of Seneca, Westminster, Walhalla and the Town of West Union shall have the first option to construct

and/or own and operate sewer lines in the unincorporated areas of the COUNTY, subject to section 3.02 herein. Nothing in this section or in this Agreement shall be construed as creating an obligation on the CITY, COUNTY and/or COMMISSION to construct a sewer line. CITY SHALL BE DEFINED AS THE INDIVIDUAL CITIES OF SENECA, WESTMINSTER, WALHALLA AND/OR THE TOWN OF WEST UNION.

Section 3.02

The CITY, COUNTY AND COMMISSION agree that the public entity providing water in an unincorporated area of the County shall have the first right to construct and own and operate sewer lines in that area. In the event that said entity declines to construct, own and operate said sewer line, any other party to this Agreement may exercise the right to construct, own and operate the sewer line. If two or more parties to this Agreement decide to construct, own and operate said sewer line, the Commission shall decide which entity shall be entitled to said line and the Commission's decision shall be final.

Section 3.03

In the event that the cities of Seneca, Westminster, Walhalla and the Town of West Union wish to accept sewer lines owned and operated by the COMMISSION, the respective city or town shall have the right to accept said lines based on the following if the COMMISSION agrees to allow the respective city or town to accept said lines:

a. In the event that the County or the OCSC is receiving a Reimbursement Fee as defined herein, the respective city or town shall collect said fees from the users of the system and remit the fee to the County or OCSC until such time as Reimbursement has been paid in full.

b. The respective city or town may pay to the County or OCSC the County's or OCSC's actual cost for the system minus any amount the County or OCSC's has been reimbursed for the cost of the system.

c. If the County or OCSC has not expended funds for the system (i.e. the system was paid for by grant money or the owner/developer), the respective city or town may receive the system at no cost to the respective city or town.

d. The County and OCSC may agree to allow the respective city or town to accept the system at no cost even if the County and/or OCSC has paid for the construction of the system.

Section 3.04

In the event that the COMMISSION has a customer on water of respective city or town that connects to the County/Commission sewer system, the respective city or town agrees to bill said customer for sewer services at a rate to be determined by the COMMISSION. The respective city or town shall be entitled to receive an administrative fee for providing the billing service. This fee shall be negotiated between the respective city or town and the OCSC.

Section 3.05

The respective city or town agrees to allow the COUNTY, through the COMMISSION, and the COMMISSION to connect its sewer lines to city sewer lines for transportation to a wastewater treatment plant operated by the COMMISSION.

Section 3.06

The COUNTY, the cities of Seneca, Westminster, Walhalla and the Town of West Union and the COMMISSION agree that any entity (person, business, corporation, partnership, etc.) who requests to connect to an existing municipal or COMMISSION sewer line outside of the municipal city limits shall have the right to connect to the COMMISSION or CITY system if said entity satisfies the requirements set forth below:

a) Entities requesting to connect to a COUNTY or municipal line must have a feasibility study done by an engineer licensed in the State of South Carolina to determine the probable cost of the system, the impact on down stream facilities, and a basic design of the system sufficient to handle the entity's needs, including any desired future flow increases based on growth. The study shall be presented to the COUNTY, COMMISSION, and the municipality (where applicable). A feasibility study shall not be required if the new line is a single residential service line and the maximum sewage output will be less than 400 gallons per day. The necessity of having a feasibility study may be waived by

mutual consent of the COMMISSION and municipality (where applicable). The municipality's consent to waive a feasibility study will be necessary when any sewage from the prospective entity will flow through a line owned by the municipality. In the event that a dispute arises between the entity requesting connection to a sewer system and the COUNTY, COMMISSION, and/or municipality (where applicable), the dispute shall be resolved in accordance with the provisions set forth in Section 3.07, below.

b) Entities requesting to connect to a COMMISSION or municipal line must have the new system designed by an engineer licensed in the State of South Carolina. The design shall be presented to the COUNTY, COMMISSION, and the municipality (where applicable) for approval. The design shall meet Federal, State and local requirements and specifications. The design may be disapproved by the COUNTY, COMMISSION, and municipality (where applicable) if the design does not meet Federal, State and local requirements and specifications. In the event that a dispute arises between the entity requesting connection to a sewer system and the COUNTY, COMMISSION, and/or municipality (where applicable), the dispute shall be resolved in accordance with the provisions set forth in Section 3.07, below.

c) Entities requesting to connect to existing sewer facilities shall be responsible for All costs associated with the construction of the new system, including, but not limited to, all costs and fees set forth on page 5, paragraph 21, of this agreement. In addition, the sewer customer shall pay a monthly fee to be determined by the municipality or COMMISSION. The monthly fee shall include fees for capital costs, operation, maintenance, depreciation, treatment, debt service and transportation.

d) Any entity requesting to connect to an existing sewer system pursuant to this agreement shall be required to obtain all necessary rights of way for the new system.

e) Any entity requesting to connect to the COMMISSION or municipal sewer system shall construct the new system in accordance with the sewer specifications of the COMMISSION or municipality that will own and operate the sewer system to which the entity intends to connect. These specifications may be changed, from time to time, by

mutual agreement of the COUNTY, COMMISSION, and municipality. The COMMISSION and municipality (where applicable) shall have the right to inspect and test the new system throughout the construction phase of the project. The COMMISSION and municipality may deny connection to the system if the new construction is not built to the specifications set forth in this section. The COMMISSION or municipality shall maintain uniform specifications throughout the COMMISSION or municipal system.

(f) Notwithstanding any other section in this Intergovernmental Agreement and any rights this Agreement may give to entities as defined herein, connection to the COUNTY or municipal system may be denied for any reason with the mutual consent of the COUNTY, COMMISSION and cities of Seneca, Westminster, Waltham and Town of West Union.

Section 3.07

In the event that a dispute arises under Section 3.06 of this Agreement, any party to the dispute may adjudicate the dispute in accordance with the following provisions. This dispute resolution process only applies to Section 3.06 of this Agreement. THE HEARING BOARD AS SET FORTH IN SUB-SECTION (C) BELOW SHALL NOT HAVE THE JURISDICTION TO REQUIRE A MUNICIPALITY OR COMMISSION TO CHANGE ITS STANDARD SPECIFICATIONS AND/OR REQUIREMENTS.

(a) Either party to dispute may request a hearing on the disputed issue before the the Superintendent of the Commission. The Superintendent shall meet with the parties in an attempt to resolve the conflict within ten (10) business days. If the parties are unable to resolve the conflict, the Superintendent shall conduct a hearing within five (5) business days and shall issue a written decision on the issue in dispute.

(b) Either party may appeal the Superintendent's decision to the Commission within ten (10) business days of said decision. The Commission shall hear the appeal within ten (10) business days. Any member of the Commission who is employed by a party to the dispute shall not participate with the Commission on the appeal. The Commission shall render a written decision within ten (10) business days of the hearing.

date:

(c) Either party may appeal the Commission's decision to the Hearing Board within ten (10) business days. The Hearing Board shall consist of three people. Each party to the dispute shall select one member of the Hearing Board and the two members of the Hearing Board selected by the parties shall select the third member of the Hearing Board. If the two members of the Hearing Board cannot agree on the third member, the third member shall be selected by the American Arbitration Association. The third arbitrator shall specialize in utilities law. The decision of the Hearing Board shall be final and binding on the parties to the dispute. The Hearing Board may assess costs, including attorney's fees, against the non-prevailing party to the dispute.

ARTICLE IV

AGREEMENT CONCERNING WATER

This Article shall only apply to water issues.

Section 4.01

THE COUNTY AGREES THAT IT WILL NOT COMPETE WITH THE CITIES OF SALEM, SENECA, WALHALLA, WESTMINSTER, AND THE TOWN OF WEST UNION IN THE SALE OF WATER. The parties agree that there will be times that the COUNTY may wish to construct water lines in the unincorporated area of Oconee County or financially assist in the construction of a water line or a water project by the CITY. In the event that the COUNTY decides to construct a water line in the unincorporated areas of the COUNTY and the supply of that water will come from a city water line, the CITY agrees to own, operate and maintain said water line after the construction of the line. The COUNTY agrees to construct said lines in accordance with all city specifications and the CITY agrees to inspect the construction to insure compliance with its specifications.

Section 4.02

In the event the COUNTY seeks to be reimbursed for its financial contribution to a waterline or water project, the CITY agrees to add a reimbursement fee (the amount to be determined by the CITY and the COUNTY on a case by case basis) to the monthly

water bills of the CITY's customers who benefit from the water line or water project.

Section 4.03

The COUNTY and the CITY agree that any entity (person, business, corporation, partnership, etc.) who requests to connect to an existing City water line outside of the municipal city limits shall have the right to connect to said water system if said entity satisfies the requirements set forth below:

a) Entities requesting to connect to a City line must have a feasibility study done by an engineer licensed in the State of South Carolina to determine the probable cost of the system, the impact on existing facilities, and a basic design of the system sufficient to handle the entities needs, including any desired future flow increases based on growth. The study shall be presented to the City.

b) Entities requesting to connect to a City line must have a new system designed by an engineer licensed in the State of South Carolina. This design shall be presented to the City for approval. The design shall meet Federal, State and City requirements and specifications. The design may be disapproved by the City if the design does not meet Federal, State, and City requirements and specifications.

c) Entities requesting to connect to existing water facilities shall be responsible for (1) All costs associated with the construction of the new system, and (2) All costs of connecting to the existing system.

These costs shall include any upgrades necessary to accommodate increased flow in the existing system, including, but not limited to, those costs and fees defined on page 5, paragraph 21 of this agreement.

(d) Any entity requesting to connect to an existing water system pursuant to this agreement shall be required to obtain all necessary rights-of-way for the new system.

(e) Any entity requesting to connect to the City water system shall construct the new system in accordance with the water specifications of the City that will own and operate the water system to which the entity intends to connect. The City shall have the right to inspect and test the new system throughout the construction phase of the project.

The City may deny connection through the system if the new construction is not built to the specifications required by the City. The City shall maintain uniform specifications throughout its water system.

(f) Notwithstanding any other section in this Intergovernmental Agreement and any rights that this Agreement may give to entities as defined herein, connection to the City system may be denied for any reason with the mutual consent of the County and City.

ARTICLE V

AGREEMENT CONCERNING TAXES PAID BY TAXPAYERS OF INCORPORATED MUNICIPALITIES

Section 5.01

It is contemplated that Oconee County will construct sewer facilities which will serve residents and industrial users outside the limits of the incorporated municipalities of Seneca, Westminster and Walhalla. It is agreed that Oconee County will not issue any bonds to be paid by ad valorem taxes collected from the taxpayers of incorporated municipalities within Oconee County.

Section 5.02

The rates paid by the users of sewer in the cities of Seneca, Westminster, and Walhalla include the payment for bonded indebtedness of improvements made to the Coneross Wastewater Treatment Plant in 1998 originally in the sum of approximately \$8,203,000. The payments on the indebtedness is \$608,947 annually. These improvements were made primarily to increase industrial capacity of the wastewater treatment facility. The County agrees that it will assume the annual payments and the Cities agree that the amounts now paid toward the bonded indebtedness will only be used by the Commission for capital upgrades and expansion of wastewater treatment facilities and sewer conveyance systems.

ARTICLE VI

Section 6.01

In the event that any part of this Agreement shall be held invalid or unenforceable by any Court or Tribunal, the remaining portions of this Agreement shall continue to be binding between the parties.

Section 6.02

FORCE MAJEURE notwithstanding any provisions to the contrary, neither party shall be in default under this Agreement and such party's performance of such obligation or obligations (except as to payment of all required monetary sums) shall be excused and extended if and to the extent that any failure or delay in such party's performance of one or more of its obligations under this Agreement is caused by any of the following conditions if delay is beyond the reasonable control of such party: act of God; fire; explosion; flood; vandalism; war, military authority, or civil disorder; strikes or other labor disputes; any code, law, regulations, order, rule, regulation, direction, action, or request of any local, state, or federal government entity or court; national emergencies, insurrections, riots; or any other condition or circumstance beyond reasonable control of the subject party which materially impedes such party's performance. The party claiming relief under this Article shall notify the other in writing of the existence of the event relied on and the cessation or termination of said event, and the party claiming relief shall exercise reasonable efforts to minimize the time of any such delay.

Section 6.03

This Agreement represents the entire and integrated Agreement between the parties, with the attached Exhibits "A" and "B" and incorporates and supersedes all prior negotiations and representations made during negotiations of the Sewer and Water Action Group, either written or oral that have been conducted or made during the negotiation process of this Agreement. This Agreement may be amended only by written instrument signed by the parties and may not be assigned without prior written consent of the parties. The Agreement shall inure to the benefit of the parties and their successors-in-interest.

Section 6.04

The parties understand and agree that the Cities of Salem and Pioneer Water

District shall all be signing separate Agreements with the COUNTY and COMMISSION, but the parties understand and agree that the above named Cities and Pioneer Water District are binding themselves to themselves to the COUNTY and COMMISSION by executing their Agreement. This Agreement shall not supersede any existing contracts between the COUNTY, COMMISSION and/or CITIES or Pioneer Water District. If there is a conflict between a specific provision in a pre-existing contract and a specific provision in this Agreement, this Agreement shall apply. The parties agree that Federal and State laws and regulations shall apply to the parties. The parties agree that County and City laws, regulations, rules and ordinances not in conflict with this Agreement shall apply to the parties.


Section 6.05


This Agreement shall be in force and effect until March 31, 2018.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 28 day of February, 2018.

WITNESS:

OCONEE COUNTY, a body politic





BY: 
H. FRANK ABLES, JR., Chairman

ATTEST:


Clerk

John E. Nelson

[Signature]

CITY OF SENECA

BY: *[Signature]*
DANIEL W. ALEXANDER, Mayor

ATTEST:

[Signature]
Clerk

John E. Nelson

[Signature]

CITY OF WESTMINSTER

BY: *[Signature]*
C. F. GREEN, Mayor

ATTEST:

[Signature]
Clerk

John E. Nelson

[Signature]

CITY OF WALHALIA

BY: *[Signature]*
E. LAMAR BAILES, JR., Mayor

ATTEST:

[Signature]
Clerk

TOWN OF WEST UNION

John W. Adams

Robert Adams

BY: Joshua Roberts
JOSHUA ROBERTS, Mayor

ATTEST:

Becky Adams
Clerk

OCCONEE COUNTY SEWER COMMISSION

John W. Adams

Robert Adams

BY: Howard S. Adams
HOWARD S. ADAMS, Chairman

ATTEST:

Robert C. Winchester
Clerk

MEMORANDUM OF UNDERSTANDING

Geonee County (hereinafter "County"), and the Geonee County Sewer Commission (hereinafter "Commission"), are in the process of negotiating an Intergovernmental Agreement with water and sewer utilities in Geonee County, and at this time, the County and the Commission wish to clarify their respective positions with each other. This clarification is based on the following STATEMENTS OF FACT, Key Phrases from Agreements and other Documents of Record, and historical, precedent setting activities, events and actions by the parties since the "Commission" began construction of the Coopers Creek Wastewater Treatment Facilities.

Now, Therefore the County and Commission agree as follows:

Statements of Fact

Geonee County is a body politic of the State of South Carolina which is governed by a County Council, by virtue of Section 16 of Article VIII of the Constitution of the State of South Carolina, as well as other enabling legislation, and is fully empowered to enter into this Memorandum of Understanding.

The Geonee County Sewer Commission is a Commission created by South Carolina's Legislative Act # 250 dated October 28, 1971 which was later amended per Geonee County Council Resolution # 4 dated March 28, 1975.

The qualified electors of Geonee County approved by public referendum on April 13, 1976, that Geonee County Council, acting through the Geonee County Sewer Commission, be authorized to acquire, purchase, construct, and operate a wastewater treatment facility and other necessary appropriate apparatus and the referendum established the method of funding these facilities.

The Geonee County Sewer Commission was awarded a Federal Grant #C450386-03, under the provisions of the Federal Water Pollution Control Act Amendments of 1973 in the amount of \$10,409,700.00 which represented 75 percent of the eligible project cost for the construction of the facilities.

Geonee County Council Adopted ORDINANCE 78-1 which ratified and confirmed the terms and provisions of the AGREEMENT between Geonee County and the Cities of SENECA, WALHALLA, and WESTMINSTER, for the operation and maintenance of the Geonee County Sewer System. The AGREEMENT was executed in several counterparts each of which was at, original and all constituted one and the same instrument. Geonee County Council also passed ORDINANCE 78-2 which is titled "An Ordinance for the Regulation and Operation of the Geonee County Sewer System" and the same is known as "Geonee County Sewer Ordinance of 1978". Both Ordinances,

were adopted at third and final readings March 27, 1978 and the Documents are considered as a whole in this Memorandum of Understanding. Both included essential inducements to the cities of SENECA, WALHALLA, and WESTMINSTER to accept the burden of insuring the financial success of the system for a period of 40 years.

The Commission is a "unique" Agency of the County structured pursuant to Oconee County Ordinance 78-1. The purpose of Ordinance 78-2 is to provide for the composition and make up of the Oconee County Sewer Commission; the method of selection of its members; the charge and responsibilities of such Commission in operating and maintaining the facilities of the Oconee County Wastewater Treatment Program; to define the purposes of the program undertaken by Oconee County to treat and dispose of residential, commercial, and industrial wastewater; and to insure the effective operation of the Oconee County Sewer Program. The effective date of the Ordinance is January 1, 1980.

The Commission has acted separate and apart from the County in the management of the agency and operation of the facilities since the adoption of Ordinance 78-1 including the AGREEMENTS and Ordinance 78-2.

The Commission has operated as an enterprise fund of the County and its administrative, personnel, and financial functions and records have been kept separate and apart from the County.

And, Therefore, the County and Commission Further Agree:

The Commission shall continue to keep separate administrative, personnel, and financial functions and records. The County shall not take any action that would cause funds held in Sewer Commission accounts to be commingled or appropriated by the County.

The Commission shall be the sewer agency of the County in the unincorporated areas of Oconee County.

In the event that sewer systems are created that requires wastewater treatment plants other than the Current Wastewater Treatment Plant, the Commission shall have the option of establishing separate sewer systems and keeping separate financial records for the new systems.

The current representatives and make up on the Sewer Commission shall continue. The parties agree and understand that as the sewer system expands in the unincorporated areas of the County, it may be necessary to increase representation on the Sewer Commission to include parties involved in new sewer systems. The County and the Commission agree to work together to ensure that interested parties are properly represented on the Commission.

The County and the Commission agree that communication between the Commission and the County is important. To improve communication, the County and the Commission agree to appoint three representatives each as a liaison committee so that the County and the Commission are communicating on a regular basis. The purpose of the liaison committee is to discuss problems and concerns that each entity has in an attempt to find solutions to these problems. The liaison committee shall meet at least bi-monthly.

Key Phrases Considered in the Memorandum of Understanding
from the Agreements and other Documents of Record.

Tost, Seneca, Waltham, and Westminster have determined that their rights in the system constitute extensions of their respective sewer systems.

The full faith and credit of the County not being pledged in this endeavor.

The words herein, herein, hereunder, hereinafter or hereinafters and all words of similar import shall refer to the agreement as a whole.

Nothing herein contained shall be construed to obligate or encumber the general fund of Oconee County and any and all liability assumed by the County relative to the response derived and contracted for by said County relative to the operation of the system.

The cities shall peacefully and quietly have, hold and enjoy their rights to utilize the project as provided in the Agreements of 1978 referenced in OR FINANCE 78-1.

[Signature] DEONEE COUNTY SEWER COMMISSION

[Signature] By Howard A. Adams
Howard Adams

[Signature]
[Signature]
OCONEE COUNTY
By [Signature]
Harry Hamilton
Oconee County Interior Supervisor

Dated 3/10/04

(Revised February 24, 2003)

STATE OF SOUTH CAROLINA)

COUNTY OF OCONEE)

MEMORANDUM OF UNDERSTANDING

Oconee County (hereinafter "County"), the Oconee County Sewer Commission (hereinafter "Commission"), the Cities of Seneca, Walhalla, and Westminster, and the Town of West Union (hereinafter collectively referred to as "Cities") have been in the process of negotiating an Intergovernmental Agreement concerning water and sewer issues in Oconee County. At this time, the County, Commission, and Cities wish to clarify several issues that are not dealt with in the above referenced Intergovernmental Agreement. The agreement of the signatories below is as follows:

1. As of April 2004, Oconee County, through the Oconee County Sewer Commission, operates one wastewater treatment plant (the Congers Creek Wastewater Treatment Plant). The Commission in setting sewer rates, has included depreciation for the County/Commission system. In a prior Memorandum of Understanding, the County and the Commission have agreed that the County shall not take any action that would cause funds held in Sewer Commission accounts to be co-mingled or appropriated by the County. The parties understand and acknowledge that in the future, additional sewer systems in Oconee County may be constructed and operated by the Commission. The parties agree that funds set aside by the Commission for depreciation can only be used by the Commission for upgrades and replacement of sewer lines and equipment within the sewer system from which the depreciation funds are collected.

2. The current makeup of the Sewer Commission is set forth in Oconee County Ordinance 78-2. The current makeup of the Sewer Commission is intended to reflect representation based on the users of the system. The parties agree and understand that as the sewer system expands in the unincorporated areas of the County, it may be necessary to increase representation on the Commission to include parties involved in new sewer systems. The parties agree that in the event that the makeup and/or number of representatives on the Sewer Commission is to be changed, the Sewer Commission shall be constituted in accordance with the percentage of users connected to the City systems as they bear to the whole as closely as possible. At no time shall representation of the cities collectively be less percentage wise as they bear to the whole.

3. Under Oconee County Ordinance 78-2, the Cities of Seneca, Walkalla and Westminster send nominees for the Commission to the Oconee County Council for approval. The parties agree that all designees submitted to Oconee County for approval must be submitted and voted on by Council within thirty (30) days of receipt of such designation and all votes shall be in accordance with Oconee County Ordinance 78-2.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 24th day of February, 2015.

WITNESS:

OCCONEE COUNTY SEWER COMMISSION



BY: 

HOWARD ADAMS, Chairman



ATTEST:



Clerk

OCCONEE COUNTY, a body politic

[Signature]

BY: [Signature]
H. FRANK ABLES, JR., Chairman

[Signature]

ATTEST:

[Signature]
Clerk



South Carolina
Department of Transportation

William Duff
Quinn County
South Carolina
11000 South
Woodward Court

July 20, 2008

Mr. Dale Surratt
Oconee County Administrator
415 South Pine Street
Walhalla, SC 29691

RE: File 37.145B - Replace Culvert with a Bridge over Cleveland Creek, Fair Play,
Oconee County.

Dear Mr. Surratt:

The South Carolina Department of Transportation plans to replace the culvert over Cleveland Creek on SC 59 in order to bring the crossing up to current standards.

In order to minimize the duration of construction and for the safety of the traveling public and highway workers, a portion of SC 59 will be closed to through traffic. A detour utilizing SC 182 and Feltman Road will be in place while SC 59 is closed (please see the enclosed map entitled SC 59 detour). The detour is approximately 2 miles long. This work is scheduled to begin on August 4, 2008 and is scheduled to be completed by March 24, 2009 (weather permitting). The entire project is scheduled to be completed by May 31, 2009.

Area businesses, emergency personnel, and members of the legislative delegation are also being notified. If you have any questions, you may contact District Construction Engineer Christy A. Hall, P.E., at 864-241-1010.

Sincerely,

Steven W. Cwinn, P.E.
District Engineering Administrator

SW/Crdm

Enclosure

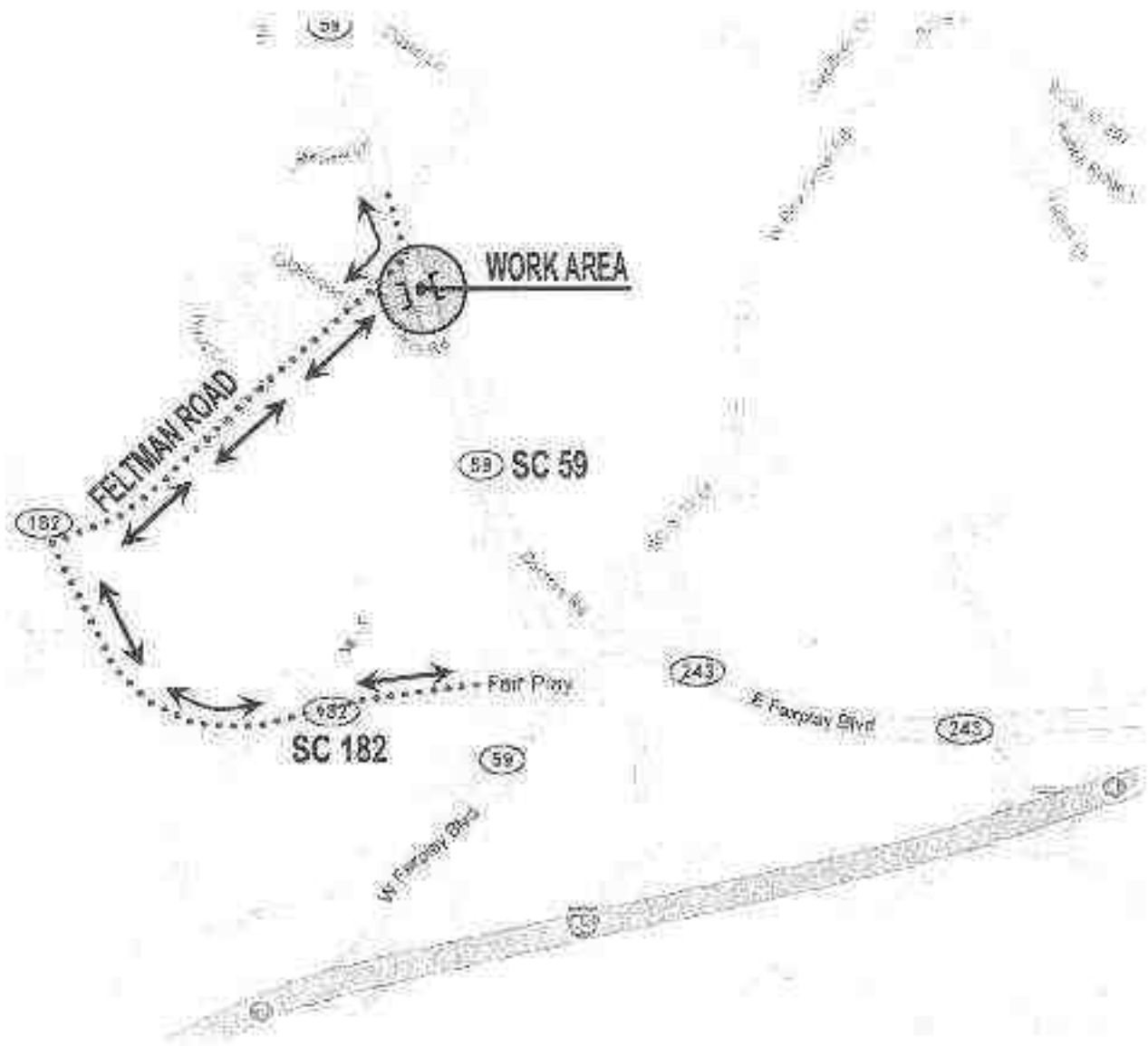
cc: Charles E. Dalton, SCDOT Commissioner, Third Congressional District
T. L. Chapman, P.E., Deputy Secretary for Engineering

File D3/Constr/37.145B

Please call
for Tues. AM



SC 59 Detour Effective August 4, 2008



Both Hulse

From: Leroy Drew - - - Seneca SC 29672 - Growth in taxes/spending [taxpayer@targetoc.org]
Sent: Friday, July 25, 2008 3:14 PM
To: Both Hulse
Subject: From Oconee County: Leroy Drew, Seneca, SC 29672 - Growth in taxes/spending

For: **County Council:** Please forward this email to all Councilmen and the Administrator.
From Oconee County: Leroy Drew - - - Seneca, SC 29672
Return Email: rebeccadrew@bellsouth.net
Area of Concern: Growth in taxes/spending
Comments:

Help!

Our family moved here about a year and half ago from Maine-arguably the highest taxed state in the country.

I have started to see signs of what happened in Maine happening here. Stop the wishful thinking/dreaming etc. and the wasting of taxpayer dollars!

Unless there is a solid concrete return on money spent DO NOT SPEND it!

Keep this area affordable.

Leroy